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[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

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EXACT SCIENCES CORPORATION

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This Stipulation of Settlement ("Stipulation" or "Settlement") is made and entered into, as of the date set forth below, between Plaintiff Tammy Halloran, as an individual, as a representative of the proposed Class described herein and as representative of the State of California ("Plaintiff Halloran"), Plaintiff Kenneth Atienza ("Plaintiff Atienza"), as an individual and as a representative of the proposed Class described herein (together, the "Plaintiffs"), and Defendants Genomic Health, Inc., and Exact Sciences Corporation (collectively, "Defendants"), who are parties to the above-captioned litigation (together, the "Parties").

1. DEFINITIONS

1.1 "Action" means the above-captioned action, *Halloran et al. v. Genomic Health, Inc., et al.*, San Mateo Superior Court Case No. 26-CIV-03130.

1.2 "Class Counsel" means Sage Stone, Zach Gershman, Annabel Blanchard, and Alexandra Rose of Blackston Law, APC.

1.3 "Class Data" means a confidential spreadsheet that includes, for each Settlement Class Member, their name, last known 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. The Class Data shall be based on Defendants' personnel and payroll records and provided in a format acceptable to the Settlement Administrator.

1.4 "Class Settlement Period" means the time period from May 14, 2021, through and including April 20, 2026, subject to Section 3.3.2 herein.

1.5 "Class Representatives" or "Plaintiffs" means Plaintiff Tammy Halloran and Plaintiff Kenneth Atienza.

1.6 "Class Representatives' Released Claims" means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code Section 1542, by the Class Representatives,

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arising at any time up to and including April 20, 2026, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representatives' Released Claims also include, but are not limited to, the Released Claims as well as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Unruh Civil Rights Act, California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the California Family Rights Act; and all of their implementing regulations and interpretive guidelines; any and all claims for monetary recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law. Notwithstanding the foregoing, the release of the Class Representatives' Released Claims does not include any claim or right that is not waivable as a matter of law.

1.7 "Court" means the Superior Court of the State of California for the County of San Mateo.

1.8 "Defendants' Counsel" means Sarah Zenewicz of Morgan, Lewis & Bockius LLP.

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1.9 "Effective Date" means the latest of: (i) provided that no appeal from the Final Approval Order is filed, the day after the deadline for any appeals expires (e.g. 61 days after the entry of the Final Approval Order); (ii) if an appeal from the Final Approval Order is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; and (iii) if an appeal of the Final Approval Order is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the Final Approval Order can be requested.

1.10 "Eligible Workweeks" shall mean the workweeks that each Settlement Class Member worked for Defendants as a non-exempt employee in California during the Class Settlement Period.

1.11 "Eligible Pay Periods" shall mean the pay periods that each PAGA Member worked for Defendants as a non-exempt employee in California during the PAGA Settlement Period.

1.12 "Enhancement Award(s)" means the amount(s) approved by the Court to be paid to the Class Representatives, in recognition of their efforts in coming forward as Class Representatives and as consideration for a full, general, and comprehensive release of the Class Representatives' Released Claims, which shall be in addition to their portions of the Net Settlement Amount.

1.13 "Final Approval Date" means the date on which the Court enters the Order of Final Approval.

1.14 "Final Approval Hearing" means a hearing set by the Court, to take place on a date established by the Court, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated Settlement pursuant to class action procedures and requirements; (ii) determining the amount of the award of attorneys' fees and costs to Class Counsel; (iii) determining the amounts of the Enhancement Awards to the Class Representatives; and (iv) entering the Judgment.

1.15 "Gross Settlement Amount" shall mean the amount that Defendants will pay in settlement of this matter. The Gross Settlement Amount includes all awards of attorneys' fees and

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costs to Class Counsel, Settlement Administration Costs, Enhancement Awards, the PAGA Payment (paid to the PAGA Members and the LWDA), and payments to the Participating Class Members. The employer-side payroll taxes owed on the wage portions of the Individual Settlement Payments to Participating Class Members shall be paid separately from and in addition to the Gross Settlement Amount.

1.16 "Individual PAGA Payment" means the individual amounts paid from the PAGA Payment to the individual PAGA Members for settlement of claims for civil penalties under PAGA.

1.17 "Individual Settlement Payment" means the settlement amount due to each Participating Class Member from the Net Settlement Amount.

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

1.19 "LWDA PAGA Payment" means the payment to the LWDA from the PAGA Payment for settlement of claims for civil penalties under PAGA.

1.20 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution to the Participating Class Members, which shall equal the Gross Settlement Amount less PAGA Payment, Court-approved attorneys' fees and costs award to Class Counsel, Settlement Administration Costs, and the Enhancement Awards.

1.21 "Notice of Settlement" means the document provided to Settlement Class Members to notify them of the settlement, a copy of which is attached hereto as **Exhibit 1**.

1.22 "PAGA" means the California Labor Code's Private Attorneys General Act.

1.23 "PAGA Members" means Settlement Class Members who worked at least one Eligible Pay Period during the PAGA Settlement Period.

1.24 "PAGA Payment" means the payment in settlement of all claims for PAGA penalties, 65% of which will be distributed as the LWDA PAGA Payment and 35% of which will be distributed as Individual PAGA Payments to the PAGA Members.

1.25 "PAGA Settlement Period" means the period from January 29, 2025, through April 20, 2026.

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1.26 "Participating Class Members" means the Settlement Class Members who do not timely request to be excluded from the class portion of the settlement. No claim form is required for a Settlement Class Member to become a Participating Class Member.

1.27 "Preliminary Approval Date" means the date the Court enters the Order preliminarily approving the Stipulation of Settlement and setting the Final Approval Hearing.

1.28 "Qualified Settlement Fund" means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

1.29 "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.

1.30 "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

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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.

1.31 "Released Parties" means Defendants and all past and present parents (Abbott Laboratories), 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 a Defendant or any of its parents and/or affiliates) and all of their respective assigns, predecessors, and successors.

1.32 "Response Deadline" means forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Settlement to Settlement Class Members. It shall be the last date on which Settlement Class Members may: (a) postmark any Opt-Out Request from the class portion of the Settlement, (b) postmark any written objection to the Settlement, and (c) postmark any Eligible Workweek or Eligible Pay Period Dispute. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be extended by fourteen (14) calendar days.

1.33 "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement in accordance with the Settlement Administrator's responsibilities outlined in this Stipulation.

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1.34 "Settlement Administrator" means Apex Class Action LLC, who shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement, and subject to appointment by the Court.

1.35 "Settlement Class" or "Settlement Class Members" means all current and former hourly-paid and/or non-exempt employees who worked for either of the Defendants in the State of California during the Class Settlement Period.

2. RECITALS

2.1 Background and Procedural History

2.1.1 On May 14, 2025, Plaintiff Atienza filed a Class Action Complaint in San Mateo County Superior Court (the "Atienza Action") against Defendant Genomic Health, Inc., alleging 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 § 925 and California Business & Professions Code § 16600, *et seq*. (unlawful post-employment agreements); (10) violations of California Business & Professions Code §§ 17200, *et seq*.; (11) violation of 15 U.S.C. § 1681b(b)(2)(A) (FCRA); and (12) Violation of California Civil Code §§ 1786, *et seq*. (ICRAA).

2.1.2 On June 20, 2025, Defendants removed the Atienza Action to the United States District Court for the Northern District of California.

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2.1.3 Following motions practice, including Defendants' filing of two motions to dismiss and Plaintiff Atienza's filing of a First Amended Complaint and a Second Amended Complaint, the Parties attended a mediation with wage and hour mediator Monique Ngo-Bonnici and eventually reached a settlement in principle.

2.1.4 Consistent with the settlement in principle, on April 22, 2026, Plaintiffs filed a Class Action Complaint in this Action, alleging 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 15 U.S.C. § 1681b(b)(2)(A) (FCRA); (14) Violation of 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*. ("Operative Complaint").

2.1.5 Prior to the filing of the Operative Complaint, on January 29, 2026, Plaintiff Halloran provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letter").

2.2 **Benefits of Settlement**

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2.2.1 Based on their own independent investigations and evaluations, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best interests of the Settlement Class. Class Counsel is also of the opinion that the total consideration and payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties surrounding the risk of further litigation, the possibility of losing class certification, the possibility that the PAGA claim could be deemed unmanageable, and the defenses that Defendants have asserted and/or could assert as to the substantive merit of the claims.

2.2.2 Class Counsel has weighed the monetary benefit under the Settlement to the Settlement Class against the expenses and length of continued proceedings that would be necessary to prosecute the Action against Defendants through class certification, through manageability motions, summary judgment, trial and possible appeals. Class Counsel has also taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as class and representative actions, as well as the difficulties and delay inherent in such litigation. As a result, Class Counsel has determined that the settlement set forth in this Stipulation of Settlement is in the best interests of the Settlement Class.

2.2.3 Defendants and the Released Parties specifically and generally deny any and all liability or wrongdoing of any sort with regard to the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than Settlement, the Action is not appropriate for class or representative action treatment. Nonetheless, Defendants have concluded that further conduct of the Action would be protracted, distracting, and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendants have also taken into account the uncertainty and risks inherent in any litigation. Defendants have therefore determined that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in this Stipulation.

2.2.4 Neither this Stipulation of Settlement, nor any document referred to in it, nor any actions taken pursuant to this Stipulation of Settlement, is or should be construed as an

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admission by Defendants of any fault, wrongdoing, or liability whatsoever. Nor should the Stipulation of Settlement be construed as an admission that Plaintiffs could meet any of the class action requirements or that any PAGA claim would be manageable. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendants, as to whether a class action should be certified, or that any PAGA claim is manageable.

3. **SETTLEMENT TERMS**

3.1 **Conditional Class Certification.** The Parties stipulate, for settlement purposes only, to the certification by the Court of the Settlement Class. If, for any reason, the Court does not approve this Stipulation, fails to enter the Judgment, or if this Stipulation is terminated for any other reason, the Settlement Class will be decertified and Defendants shall, and hereby do, retain the right to dispute the appropriateness of class certification.

3.2 **Gross Settlement Amount.**

3.2.1 Gross Settlement Amount: Defendants shall pay a non-reversionary amount not to exceed Two Million One Hundred Ninety Thousand Dollars and Zero Cents ($2,190,000.00) as the Gross Settlement Amount to resolve the Action on a class and representative basis. The Gross Settlement Amount shall be used to pay, as approved by the Court, Class Counsel's attorneys' fees and costs, Enhancement Awards, Settlement Administration Costs, the PAGA Payment to the LWDA and the PAGA Members, and the Individual Settlement Payments to the Participating Class Members. Notwithstanding the foregoing, in addition to the Gross Settlement Amount, Defendants will pay the employer's portion of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages.

3.2.2 Increase of Gross Settlement Amount or Truncation of Class Settlement Period: Defendants identified approximately 62,575 workweeks through the February 20, 2026 mediation. In the event that the Eligible Workweeks in the Class Settlement Period exceeds 62,575 by more than 10% (*i.e.*, more than 68,833 total workweeks), then at Defendants' option in its sole discretion, either (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% that the actual number of workweeks exceeds the 62,575 estimate (*e.g.*, if the Eligible Workweeks during the Class Settlement Period are 70,084, which is 12% greater than the

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estimated number of workweeks, then the Gross Settlement Amount will increase by 2% to $2,233,800.00); or (b) the Class Settlement Period shall be revised to end as of the date the Eligible Workweeks during the Class Settlement Period reach 68,833 workweeks. If the escalator provision is triggered and elected, the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains up to 35% of the Gross Settlement Amount.

3.3 **Allocation of Gross Settlement Amount**

3.3.1 Class Representative Enhancement Awards: The Class Representatives' Enhancement Awards, which are in addition to the Class Representatives' respective Individual Settlement Payments from the Net Settlement Amount and Individual PAGA Payments (if any), will, subject to Court approval, be paid out of the Gross Settlement Amount and will not exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to each Class Representative. Plaintiffs shall be required to execute a general release and 1542 waiver. The Settlement Administrator (and not the Defendants) shall issue an IRS Form 1099 to Plaintiffs reflecting each Plaintiff's Enhancement Award. Any amount of the Class Representatives' Enhancement Awards that are not awarded by the Court shall be added to the Net Settlement Amount.

3.3.2 Attorneys' Fees and Costs: Class Counsel may apply to the Court for an award of reasonable attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, Seven Hundred Sixty-Six Thousand and Five Hundred Dollars and Zero Cents ($766,500.00), and will seek an award of costs for reimbursement of Class Counsel's out-of-pocket costs incurred in the Action up to an additional Forty-Five Thousand Dollars ($45,000) to be paid out of the Gross Settlement Amount. Defendants reserve the right to challenge Class Counsel's request for fees and costs if the requests exceed the parameters established by this Stipulation. The Settlement Administrator shall issue IRS Forms 1099 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely and legally responsible for paying any and all applicable taxes on the fees and costs award. Any amount of Class Counsel's requested fees and costs that is not awarded by the Court shall be added to the Net Settlement Amount. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Settlement Class,

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Settlement Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Defendants or the Released Parties except as expressly provided herein.

3.3.3 Settlement Administrator Costs: The Settlement Administration Costs incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Stipulation shall be paid out of the Gross Settlement Amount and are estimated not to exceed Nine Thousand Five Hundred Dollars ($9,500). Under no circumstances will Defendants be required to contribute additional funds, above and in addition to the Gross Settlement Amount, to cover any Settlement Administration Costs. The Settlement Administration Costs shall include: all costs of administering the Settlement, including all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with establishing and maintaining a Qualified Settlement Fund; all costs and fees associated with preparing, issuing and mailing the Notice of Settlement and other correspondence to Settlement Class Members; all costs and fees associated with communicating with Settlement Class Members, Class Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Stipulation, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering payments due under this Stipulation; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation. Any amount of Settlement Administration Costs that is not awarded by the Court shall be added to the Net Settlement Amount.

3.3.4 Individual Settlement Payments to Participating Class Members: Each Participating Class Member will be entitled to receive an Individual Settlement Payment, which will be paid out of the Net Settlement Amount. The amount of each Individual Settlement Payment

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will be calculated on a pro rata basis, based on the Eligible Workweeks each Participating Class Member worked during the Class Settlement Period using the following formula: Individual Settlement Payment = individual Eligible Workweeks ÷ all Participating Class Member Eligible Workweeks × Net Settlement Amount. There is no need for a Participating Settlement Class Member to submit a claim form in order to be eligible for and to receive an Individual Settlement Payment. To determine each Settlement Class Member's estimated "Individual Settlement Payment" to be included in the Class Notice, the Settlement Administrator will use the following formula: estimated Individual Settlement Payment = individual Eligible Workweeks ÷ all Settlement Class Member Eligible Workweeks × estimated Net Settlement Amount. The Parties recognize that the Individual Settlement Payments to be paid to Participating Class Members reflect settlement of a dispute over claimed wages, interest, penalties, and other alleged damages.

3.3.5 PAGA Payment: A total amount of One Hundred Ten Thousand Dollars and Zero Cents ($110,000.00) from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, sixty-five percent (65%) of this amount ($71,500.00) will be the LWDA PAGA Payment to paid to the LWDA and the remaining twenty-five (35%) of this amount ($38,500.00) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount. The 35% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments shall be distributed based on a pro rata share based on the number of Eligible Pay Periods each PAGA Member worked during the PAGA Settlement Period.

3.4 **Taxation**

3.4.1 Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects compromise of a claim for 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 (for the employee portion

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only), and will be reported on an IRS Form W-2 to the extent required by law. The Settlement Administrator shall make appropriate tax withholdings from the portion of each Individual Settlement Payment designated as unpaid wages and shall pay the employer portion of payroll taxes with funds separate from the Gross Settlement Amount to be furnished by Defendants. Participating Class Members will be responsible for paying all other taxes due on their Individual Settlement Payments. Other than as set forth above, the Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual Settlement Payments, and entry of the Order of Final Approval by the Court shall be deemed authority not to make any such deductions, withholdings, or additional payments.

3.4.2 Tax Treatment of Individual PAGA Payments: All Individual PAGA Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required by law. PAGA Members will be responsible for paying all taxes due on their Individual PAGA Payments. The Settlement Administrator will not make any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments to the extent permitted by law, or charity withholdings, from or with respect to the Individual PAGA Payments.

3.4.3 Circular 230 Disclaimer: Each Party to this Stipulation (for purposes of this section, the "acknowledging party" and each Party to this Stipulation other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Stipulation, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into this Stipulation based upon the

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recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

3.5 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Stipulation of Settlement.

3.6 **Releases**

3.6.1 Class Representatives' Release. As of the Effective Date and full funding of the Gross Settlement Amount, Class Representatives fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to the Released Class Claims and Released PAGA Claims which Class Representatives, at any time up

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until the execution of this Settlement Agreement, had or claimed to have or may have. The Class Representatives' Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe to be true with respect to the subject matter of Class Representatives' Released Claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

> **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.**

Notwithstanding the foregoing, Plaintiffs do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the United States Security and Exchange Commission ("SEC"), the Occupational Safety and Health Administration ("OSHA"), the California Division of Occupational Safety and Health ("Cal-OSHA"), the United States Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department ("CRD"), formerly known as the Department of Fair Employment and Housing ("DFEH"), the National Labor Relations Board ("NLRB"), or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiffs, however, understand that by signing this Agreement, they waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, Cal-OSHA, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the

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SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

3.6.2 Participating Class Member Release. 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.

3.6.3 PAGA Member Release. As 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 PAGA Released Claims for the PAGA Settlement Period.

4. APPROVAL OF SETTLEMENT, NOTICE TO CLASS AND ADMINISTRATION

4.1 Preliminary Approval

4.1.1 Class Counsel shall submit to the Court this Stipulation of Settlement and exhibits thereto for preliminary approval by the Court. Class Counsel will prepare and file the motion for preliminary approval and supporting papers for the Court, subject to Defendants' prior review and approval. Plaintiffs will provide the motion for preliminary approval and supporting papers to Defendants for their review and approval at least seven (7) calendar days before filing. In the event that any party is required to file supplemental papers in support of settlement approval, the submitting party will provide the draft supplemental papers to the other party for its review and approval at least three (3) business days before filing, to the extent feasible.

4.1.2 Pursuant to California Labor Code § 2699(l), concurrently with the filing of the motion for preliminary approval, Plaintiff Halloran will provide notice of the proposed Settlement to the LWDA.

4.1.3 The Court's preliminary approval of this Settlement shall be embodied in an order certifying the Class for settlement purposes only, preliminarily approving the Settlement and providing for Notice of Settlement to be mailed to the Class in materially the same format attached hereto as Exhibit 1, and setting the date for the Final Approval Hearing. The Notice of Settlement shall advise Settlement Class Members of their options, which include filing an Opt-Out Request

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to the class settlement; filing an objection to the Settlement and receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable); or taking no action and receiving an Individual Settlement Payment and an Individual PAGA Payment (if applicable).

4.2 **Notice**

4.2.1 Delivery of Class Data: No later than fourteen (14) calendar days after Plaintiff serves Defendant with a signed Preliminary Approval order, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement Administrator shall maintain the Class Data, and all data contained within the Class Data, as private and confidential and shall not disclose such data to any persons or entities, unless otherwise required by law. The information in the Class Data is being supplied solely for purposes of the administration of the settlement and cannot be used by the Settlement Administrator or any agent or representative of the Settlement Administrator for any other purpose. Upon receipt of the Class Data, the Settlement Administrator shall check with the U.S. Postal Service National Change of Address Database and update any addresses for the Settlement Class Members.

4.2.2 Notice By First-Class Mail. Within fourteen (14) calendar days of the receipt of the Class Data, the Settlement Administrator will send via United States first class mail the Notice of Settlement in English to the Settlement Class Members, after performing a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes. If any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's Social Security number within three (3) court days of receiving the undeliverable notice in an effort to attempt to ascertain the current address of the Settlement Class Member. If such an address(es) is ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within three (3) court days of obtaining the skip-trace results. If alternative addresses are obtained for a Settlement Class Member, the Settlement Administrator shall send the Notice of Settlement to up to two (2) alternative addresses.

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4.3 **Opt-Out Requests**

4.3.1 Settlement Class Members, except for the Class Representatives, will have until the Response Deadline within which to opt out of the class portion of this Settlement; however, exercising this option has no effect on the PAGA portion of this settlement. PAGA Members will be mailed an Individual PAGA Payment and be bound by the release of the Released PAGA Claims regardless of whether they opt out of the class settlement. Settlement Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the Response Deadline, include the case name and number, the Settlement Class Member's name, address, and last four of their Social Security number, must be signed by the Settlement Class Member, and must reasonably communicate the Settlement Class Member's election to be excluded from the class Settlement.

4.3.2 Settlement Class Members who do not timely submit an executed Opt-Out Request shall be deemed a Participating Class Member and bound by this Settlement including the Participating Class Member Release. Settlement Class Members who timely submit an executed Opt-Out Request will not be bound by the Participating Class Member Release and will not receive an Individual Settlement Payment. The Notice of Settlement shall advise Settlement Class Members of their ability to opt-out of the class portion of the Settlement and of the consequences thereof, and further inform them that they cannot opt out of the PAGA settlement. Neither the Parties nor any of their counsel will solicit any Settlement Class Member to submit an Opt-Out Request.

4.3.3 If a Settlement Class Member submits both an Opt-Out Request and an Objection within the Response Deadline, then the Opt-Out Request will be deemed valid and the Objection invalid and the individual will not be deemed a Participating Class Member.

4.4 **Objections.** Participating Class Members, except for the Class Representatives, may object to the Settlement in person or remotely at the Final Approval Hearing and/or in writing. Participating Class Members, except for the Class Representatives, will have until the Response Deadline to mail a written objection to the Settlement Administrator. Only Settlement Class

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Members who have not filed an Opt-Out Request (i.e., Participating Class Members) may object to the Settlement. The written objection should be mailed to the Settlement Administrator, include the case number and name of this case, state the Participating Class Member's name and address and describe the reason(s) why the Participating Class Member objects to the Settlement and attach any documents upon which the objection is based. The Parties and their counsel agree that they will not solicit, encourage, counsel or advise any individual to object to the Settlement.

4.5 **Eligible Workweek and Eligible Pay Period Disputes.** Participating Class Members and PAGA Members may dispute their Eligible Workweeks and Eligible Pay Periods if they believe they worked for more Eligible Workweeks or Eligible Pay Periods in the Class Settlement Period or PAGA Settlement Period than stated on their Notice of Settlement. Participating Class Members and PAGA Members may do this by submitting information to the Settlement Administrator in writing no later than the Response Deadline. The Settlement Administrator will jointly work with Class Counsel and Defendants' Counsel to resolve the dispute in good faith. If the Parties cannot agree on the Eligible Workweeks or Eligible Pay Periods to be credited to that Participating Class Member or PAGA Member, the Court shall make the final decision based on the information presented by the Class Member or the PAGA Member and the Parties.

4.6 **Certification Reports by the Settlement Administrator.** The Settlement Administrator will, on a weekly basis during and for a reasonable period following distribution of the Notice of Settlement, provide updates to Class Counsel and Defendants' Counsel as to the number of persons in the Settlement Class who submitted (i) valid Opt-Out Requests; (ii) written Objections, and (iii) Eligible Workweeks or Eligible Pay Period disputes. Copies of all Opt-Out Requests, Objections, and disputes shall be provided to the Parties' counsel within two (2) business days of receipt by the Settlement Administrator. To the extent practicable, the weekly updates shall also provide updated data on the extent of Notices of Settlement that are returned undeliverable and any re-mailing efforts. The Settlement Administrator will provide the Parties with a declaration setting forth the results of the settlement administration no later than five (5) court days after the

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end of the Opt-Out period. The Settlement Administrator will provide a draft declaration for review and comment prior to finalizing it.

4.7 **Nullification of Settlement.** Defendants shall have the sole right to void and withdraw from this Settlement if at any time prior to the Final Approval Date: (a) five percent (5%) or more of all Settlement Class Members submit timely and valid Opt-Out Requests; or (b) the Settlement is construed in such a fashion that Defendants would be required to pay more than the Gross Settlement Amount, exclusive of Defendants' share of the employer payroll taxes; or (c) the Court does not certify the Settlement Class, or does not certify a class releasing all of the Released Class Claims defined in this Stipulation, or does not approve the PAGA settlement including the release of the Released PAGA Claims, or otherwise makes an order inconsistent with any of the material terms (as determined by Defendants) of this Settlement; or (d) any pending litigation or litigation filed prior to the Final Approval Date in any way prevents the Settlement from being preliminarily or finally approved by the Court; or (e) Plaintiff or Class Counsel materially breach the Settlement.

4.8 **Final Approval and Entry of Final Judgment**

4.8.1 Prior to the Final Approval Hearing, Plaintiffs will move the Court for entry of an "Order of Final Approval" and associated entry of Judgment: (a) certifying the Settlement Class for Settlement purposes only, (b) finding the Settlement fair, reasonable, adequate, and in the best interests of the Participating Class Members, (c) approving the PAGA Payment to the LWDA and the PAGA Members; (d) approving Class Counsel's application for an award of attorneys' fees and costs, (e) approving the Class Representatives' application for Enhancement Awards, (f) approving the payment of reasonable Settlement Administration Costs, and (g) releasing and barring any further Released Class Claims by Participating Class Members and Released PAGA Claims by or on behalf of the PAGA Members. Plaintiffs will provide the motion for final approval and supporting papers to Defendants' Counsel for its review and approval at least seven (7) calendar days before filing. In the event that any party is required to file supplemental papers in support of settlement approval, the submitting party will provide the draft supplemental papers to the other party for its review and approval at least three (3) business days before filing to the extent feasible.

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The Parties and their respective counsel shall make all reasonable efforts to secure entry of the Order of Final Approval. The proposed Order of Final Approval and the associated proposed Judgment shall be filed with the Court with the motion for final approval, or as otherwise directed by the Court.

4.8.2 Class Representatives and Class Counsel shall be responsible for justifying the amount of the Enhancement Awards and attorneys' fees and costs to the Court, and they agree to submit, as appropriate, the necessary materials to justify these payments. If the Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than the amount requested for the Enhancement Awards for the Class Representatives, only the awarded amounts shall be paid from the Gross Settlement Amount, and shall constitute satisfaction of the obligations of Defendants under this Stipulation.

4.8.3 If an appeal results in an order materially modifying, setting aside, or vacating any portion of the Stipulation, with the exception of any modification of the amount of attorneys' fees or costs to be paid to Class Counsel, or the amount of the Enhancement Awards paid to the Class Representatives, each Party adversely impacted by the order shall have the right to treat such order as an event preventing Final Approval. To exercise this right, the Party must inform the other Party and the Settlement Administrator, in writing, of the exercise of this right, within ten (10) calendar days of receiving notice of any order modifying, setting aside, or vacating any portion of the Stipulation. Before any Party elects to exercise its right to treat such order as an event permanently preventing Final Approval, that Party must meet and confer in good faith with the other Party to determine if an agreement can be reached modifying this Settlement to the mutual satisfaction of the Parties.

4.8.4 If the Final Approval does not occur, or if this Stipulation is terminated or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Stipulation. In such an event, if the Stipulation is not approved by the Court substantially in the form agreed to by the Parties, or if the Settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become

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a Final Judgment, or if the Final Approval Date does not occur, this Stipulation (except for those provisions relating to non-admission, denial of liability set forth herein, and the confidentiality agreements entered into by the Parties) shall be deemed null and void, its terms and provisions shall have no further force and effect and shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. Notwithstanding any other provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Defendants to Class Counsel, or reducing the amount of the Enhancement Awards paid to the Class Representatives, shall constitute grounds for cancellation or termination of the Stipulation, or grounds for limiting any other provision of the Judgment.

4.9 **Funding and Distribution of the Settlement Proceeds**

4.9.1 Within fourteen(14) calendar days after the Effective Date or within seven (7) calendar days of the Settlement Administrator providing all information necessary for Defendants to transfer funds to the Qualified Settlement Fund, whichever is later, Defendants shall pay the Gross Settlement Amount into the Qualified Settlement Fund set up, held, and controlled by the Settlement Administrator.

4.9.2 Within fourteen (14) calendar days after Defendants fund the Qualified Settlement Fund, the Settlement Administrator shall issue Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment to the LWDA, the Court-approved attorneys' fees and costs to Class Counsel, and the court-approved Enhancement Awards to the Class Representatives.

4.9.3 The Settlement Administrator shall keep counsel for the Parties apprised of all distributions from the Qualified Settlement Account and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

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4.9.4 Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court, Class Counsel and Defendants' Counsel.

4.10 **Uncashed Checks.** One hundred and eighty (180) calendar days after issuance, undeposited Individual Settlement Payment and Individual PAGA Payment checks will be void, and funds from those undeposited checks will be held by the Settlement Administrator. Even if a Participating Class Member or PAGA Member does not cash or deposit his or her settlement payment check(s) within one-hundred eighty (180) calendar days of issuance, the Stipulation of Settlement, including its release, will be binding on that Participating Class Member or PAGA Member. After the one-hundred eighty (180) days has expired, the Settlement Administrator shall void the uncashed settlement checks and the amount of the uncashed settlement payments shall be transmitted to the State of California, to be held and disposed of by the State Controller in accordance with California's Unclaimed Property Law for the benefit of the Participating Class Members and PAGA Members who did not cash the settlement checks, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue," as the entire Net Settlement Amount will be paid out to Participating Class Members regardless of whether they timely cash their Individual Settlement Payments.

5. **MISCELLANEOUS PROVISIONS**

5.1 **This Settlement Is Fair, Adequate and Reasonable**. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

5.2 **Invalidity of Any Provision**. Before declaring any provision of this Stipulation invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation valid and enforceable. Should the Court deem any clause or provision of this Stipulation to be invalid, illegal, or unenforceable, it shall first attempt to modify or reform it as minimally necessary to be valid, lawful, and enforceable.

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5.3 **No Admission.** Neither the acceptance nor the performance by Defendants of the terms of this Stipulation, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the Operative Complaint or any of the pleadings in the Atienza Action, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs, Settlement Class Members and/or PAGA Members in the Action or in the Atienza Action, or of any liability or guilt of Defendants or the Released Parties in the Action or in the Atienza Action. Nothing in this Stipulation shall be construed to be or deemed an admission by Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, PAGA Members and any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies.

5.4 **Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall exercise reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

5.5 **Privacy of Documents and Information.** Plaintiffs and Class Counsel agree that none of the documents and information provided to them by Defendants in connection with the Action and this Settlement shall be used for any purpose (including on any mailing lists or in any other litigation) other than this Settlement of the Action.

5.6 **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly

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given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To the Class Counsel:

Sage S. Stone
Zach T. Gershman
Annabel Blanchard
Alexandra Rose
Blackstone Law APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211

To Defendants' Counsel:

Sarah Zenewicz
Morgan, Lewis & Bockius LLP
600 Montgomery Street, Suite 2300
San Francisco, CA 94111-2725

5.7 **Drafting**. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation.

5.8 **Publicity.** Neither Plaintiffs nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the terms of the settlement confidential except for purposes of communicating with Plaintiffs only. Plaintiffs understand that prior to the filing of a motion for preliminary approval, the Settlement is confidential and agree to keep it confidential. From and after preliminary approval of the settlement, Plaintiffs and Class Counsel may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as class counsel, communicate regarding the specific terms of the settlement. In all other cases, Plaintiffs and Class 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 Plaintiffs and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as class

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counsel, including but not limited to, communicating with Settlement Class Members regarding the settlement, and nothing shall prohibit Class Counsel from referring to the settlement in adequacy of counsel declarations or related court filings.

5.9 **No Exclusion by Class Representatives.** The Class Representatives, by signing this Stipulation, are bound by the terms herein and further agree not to request to be excluded from the Settlement and not to object to any terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and of no force or effect. Defendants, Class Counsel, and the Class Representatives waive their rights to file an appeal, writ, or any challenge whatsoever to an Order of Final Approval or Judgment or to the terms of this Stipulation, and such waiver includes the right to appeal any award or reduction in the awards of attorneys' fees, costs or the Enhancement Award. However, either Party may appeal in the event an objector's objection is upheld by the trial court.

5.10 **Computation of Time.** If the prescribed time period in which to complete the required or permitted action expires on a Saturday, Sunday or federal holiday, such time period shall be continued to the following business day.

5.11 **Modification.** This Stipulation may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Stipulation may not be discharged except by performance in accordance with its terms or by a writing used by the Parties hereto.

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

5.13 **Execution in Counterparts.** This Stipulation shall become effective upon its execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

5.14 **Jurisdiction.** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of

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the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation. Any action to enforce this Stipulation shall be commenced and maintained only in the Court.

5.15 **Headings.** Paragraph titles or captions contained in the Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation, or any provision thereof.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

Dated: 10/09/2026, 2026

Tammy Halloran

Plaintiff Tammy Halloran

Dated: _____, 2026

_____

Plaintiff Kenneth Atienza

GENOMIC HEALTH, INC. AND EXACT SCIENCES CORPORATION

Dated: _____, 2026

_____

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Dated: October 9, 2026

By: A. Blanchard

Sage S. Stone
Zach T. Gershman
Annabel Blanchard
Alexandra Rose
Counsel for Plaintiffs Tammy Halloran and Kenneth Atienza

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2026

By: _____

Sarah Zenewicz
Counsel for Defendants Genomic Health, Inc. and Exact Sciences Corporation

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

Dated: _____, 2026

Plaintiff Tammy Halloran

Dated: 10/09/2026, 2026

Plaintiff Kenneth Atienza

GENOMIC HEALTH, INC. AND EXACT SCIENCES CORPORATION

Dated: _____, 2026

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Dated: _____, 2026

By: _____

Sage S. Stone
Zach T. Gershman
Annabel Blanchard
Alexandra Rose
Counsel for Plaintiffs Tammy Halloran and Kenneth Atienza

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2026

By: _____

Sarah Zenewicz
Counsel for Defendants Genomic Health, Inc. and Exact Sciences Corporation

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IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

AGREED AND UNDERSTOOD.

Dated: _____, 2026

_____
Plaintiff Tammy Halloran

Dated: _____, 2026

_____
Plaintiff Kenneth Atienza

GENOMIC HEALTH, INC. AND EXACT SCIENCES CORPORATION

Dated: October 20, 2026, 2026

DocuSigned by:
Sarah Condella
BB340CE2BD784A3...
Sarah Condella

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Dated: _____, 2026

By: _____
Sage S. Stone
Zach T. Gershman
Annabel Blanchard
Alexandra Rose
Counsel for Plaintiffs Tammy Halloran and Kenneth Atienza

MORGAN, LEWIS & BOCKIUS LLP

Dated: October 20, 2026

By: _____
Sarah Zenewicz
Counsel for Defendants Genomic Health, Inc. and Exact Sciences Corporation

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Exhibit 1

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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:

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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