



FILED
San Francisco County Superior Court

JAN 13 2026

CLERK OF THE COURT
BY: 
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JONATHAN TAI DONG, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FREENOME HOLDINGS, INC.;
PROCLINICAL STAFFING, INC.; and DOES
1-10, inclusive,

Defendants.

Case No. CGC-24-613979

ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR
PRELIMINARY APPROVAL

Before the court is an unopposed renewed motion by plaintiff Jonathan Tai Dong for preliminary approval of the settlement of wage-and-hour claims, including a claim under PAGA, reached with defendants Freenome Holdings, Inc. and Proclinical Staffing, Inc. On December 16, 2025, the court issued an order requesting supplemental briefing due on January 2, 2026 and continued the hearing to January 14, 2026. On January 2, 2026 and January 8, 2026, the parties filed their supplemental briefing. The motion was scheduled for hearing on January 14, 2026, at 2:00 p.m. in Department 613, the Honorable Jeffrey S. Ross presiding. The court determines that this matter can be decided without hearing. IT IS HEREBY ORDERED that the court **VACATES** the January 14, 2026, hearing, **GRANTS** the renewed motion for preliminary approval of the Amended Class Action and PAGA Settlement Agreement ("settlement agreement") attached to this order as **Exhibit 1**, a final approval hearing is **RESERVED** for **June 12, 2026, at 9:00 a.m.**, and the court otherwise **ORDERS** as follows:

1 1. Except as otherwise specified here, the court adopts and incorporates by reference the
2 terms and definitions of the settlement agreement.

3 2. The following Settlement Class is conditionally certified for settlement purposes (SA,
4 § 1.5): *all current and former non-exempt employees who are/were employed by Proclinical, and placed*
5 *to work at Freenome, a third-party client of Proclinical, in the State of California from April 16, 2020*
6 *through May 31, 2025.*

7 3. The aggrieved employees are “all current and former non-exempt employees who are/were
8 employed by Proclinical, and placed to work at Freenome, a third-party client of Proclinical, in the State
9 of California from April 14, 2023 through May 31, 2025.” (SA, § 1.4.)

10 4. The court finds that the Settlement Class meets the requirements for certification under
11 Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and
12 ascertainable; (2) there are predominant common questions of law or fact; (3) Dong’s claims are typical of
13 the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other
14 methods to efficiently adjudicate this controversy.

15 5. The court has considered the *Dunk/Kullar* factors and preliminarily approves the
16 settlement because it appears to be within the range of possible final approval as a fair, adequate, and
17 reasonable settlement.

18 6. For settlement purposes only, Jonathan Tai Dong is appointed as class representative. The
19 court preliminarily finds he will adequately represent the Settlement Class for settlement purposes.

20 7. For settlement purposes only, Moon Law Group, PC is appointed as Class Counsel. The
21 court preliminarily finds that Class Counsel will fairly and adequately represent the Settlement Class for
22 settlement purposes.

23 8. ILYM Group, Inc. is appointed as settlement administrator. ILYM Group, Inc. shall carry
24 out all of the duties and responsibilities as set forth in the settlement agreement and this order, including,
25 inter alia, the provision of notice to the Settlement Class.

26 9. The court approves the proposed form of notice attached to this order as **Exhibit 2**. The
27 court finds that distribution of the approved notice in accordance with the plan set forth in the settlement
28

1 agreement (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due,
2 and sufficient notice to all members of the Settlement Class, and (c) complies fully with the requirements
3 of California Code of Civil Procedure section 382 and California Rules of Court 3.766 and 3.769.

4 10. On **June 12, 2026, at 9:00 a.m.**, in Department 613 this court will hold a final approval
5 hearing to determine whether the settlement agreement should be finally approved as fair, reasonable, and
6 adequate as well as the attorney's fees, costs, and service award that should be approved. All briefing and
7 evidence for the motion for final approval and the motion for attorney's fees, costs, and service awards
8 shall be filed no later than **May 11, 2026**, with two paper courtesy copies of all briefing and evidence
9 promptly delivered to Department 613. Electronic courtesy copies of the proposed order and proposed
10 final form of judgment (in Word format) shall be delivered to the Department 613 email inbox
11 contemporaneously with e-filing. Class Counsel shall promptly inform the court of contemplated
12 appearances by members of the Settlement Class, including whether an interpreter is needed. The court
13 may change the date or time of the final approval hearing without further notice to the Settlement Class.

14 11. The court sets the following administration deadlines in light of the terms of the settlement
15 agreement.

Event	Deadline
Defendant Proclinical to Provide Class Data to ILYM Group, Inc.	21 days from preliminary approval. (SA, § 4.2): February 3, 2026
ILYM Group, Inc. to Distribute Notice	14 days from receipt of Class Data. (SA, § 7.4.2): February 17, 2026 (at the very latest)
Deadline for Exclusions and Objections	60 days from initial mailing of class notice (SA, §§ 1.43, 7.4.4, 7.5.1, 7.7.2): April 20, 2026 (due to deadline falling on weekend) (postmark deadline)
Filing of Motion for Final Approval and Motion for Attorney's Fees, Costs, and Service Award	May 11, 2026
Final Approval Hearing	June 12, 2026, at 9:00 a.m. in Dept. 613

12. Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

Dated: January 13, 2026


JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT 1

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[Attorneys for Defendants on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

JONATHAN TAI DONG, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FREENOME HOLDINGS, INC.;
PROCLINICAL STAFFING, INC.; and DOES
1 through 10, inclusive,

Defendants.

Case No.: CGC-24-613979

*[Assigned to the Honorable Jeffrey S. Ross in
Department 613]*

**AMENDED CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: April 16, 2024
FAC Filed: August 19, 2024
Trial Date: Not Set

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PROCLINICAL STAFFING, INC.

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiff JONATHAN TAI DONG (“Plaintiff”), individually and in his capacity as representatives of the State of California on behalf of other alleged class members and aggrieved employees, and Defendant FREENOME HOLDINGS, INC. (“Freenome”) and Defendant PROCLINICAL STAFFING, INC. (“Proclinical”) (together, the “Defendants”) (Plaintiff and Defendants, collectively, the “Parties”).

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Jonathan Tai Dong v. Freenome Holdings, Inc., and Proclinical Staffing, Inc.*, Case No.: CGC-24-613979, initiated on April 16, 2024 and pending in the Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means ILYM, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who are/were employed by Proclinical, and placed to work at Freenome, a third-party client of Proclinical, in the State of California from April 14, 2023 through May 31, 2025.
- 1.5. “Class” means all current and former non-exempt employees who are/were employed by Proclinical, and placed to work at Freenome, in the State of California from April 16, 2020 through May 31, 2025.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Proclinical Staffing, Inc.’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation unless otherwise agreed by the Parties, attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.
- 1.12. “Class Period” means the period from April 16, 2020, through May 31, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Enhancement Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Francisco.
- 1.16. “Defendants” means named Defendants Freenome Holdings, Inc. (“Freenome”), and Proclinical Staffing, Inc. (“Proclinical”).
- 1.17. “Defense Counsel” means Sheppard, Mullin, Richter & Hampton, LLP (for Defendant Freenome), and Littler Mendelson, P.C. (for Defendant Proclinical).

- 1.18. "Effective Date" means (a) the day after the last date to appeal final approval and judgment by the Court and no appeal is filed; or (b) if an appeal is filed, review or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.
- 1.21. "Gross Settlement Amount" means \$100,000.00 which is the total amount Proclinical agrees to pay under the Settlement except as provided in Paragraph 3.1 and 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment and the Administration Expenses Payment.
- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code § 2699(i).
- 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The

remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “Operative Complaint” means the Plaintiff’s Second Amended Complaint filed in the Action.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Proclinical for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from April 14, 2023 through May 31, 2025.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s April 14, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875.00) and the 75% to LWDA (\$5,625.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

1.36. “Plaintiff” means Jonathan Tai Dong, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class portion of the Settlement.

1.38. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Class portion of the Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendants Proclinical and Freenome, any of its or their past, present, and future direct or indirect parents, subsidiaries, affiliates or related entities,

holding companies, affiliated companies, partnerships, limited liability companies, as well as each of its or their past, present, and future officers, directors, employees, partners, members, managers, trustees, agents, attorneys, and insurers, in their representative and individual capacities, whether under Labor Code sections 558, 558.1 or otherwise, during the Class Period.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by fourteen (14) calendar days beyond the original Response Deadline.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Proclinical at least one day, during the Class Period.

2. RECITALS.

2.1. On April 16, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-204, 210); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*). On August 19, 2024, Plaintiff filed a

First Amended Complaint against Defendants adding a cause of action for civil penalties under Private Attorney General Act ("PAGA"). Plaintiff intends to file a Second Amended Complaint, limiting the Class and Aggrieved Employees to only Proclinical non-exempt employees who were placed at Freenome and adding additional facts and allegations in support of his claims, which will become the Operative Complaint. Defendants deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On January 30, 2025, Plaintiff and Proclinical participated in an all-day mediation presided over by experienced wage and hour mediator, Kelly Knight, Esq., which, after further settlement negotiations, ultimately led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay records, policy documents, and data about the class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Proclinical promises to pay \$100,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Proclinical has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. Freenome has no obligation to pay any portion of the Gross Settlement Amount or employer taxes in

connection with this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Proclinical.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Enhancement Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$33,330.00 and a Class Counsel Litigation Expenses Payment of not more than \$21,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will

allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$5,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less, or the Court approves payment less than \$5,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual

Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefor have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$7,500.00 to be paid from the Gross Settlement Amount, with 75% (\$5,625.00) allocated to the LWDA PAGA Payment and 25% (\$1,875.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,875.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Proclinical estimates there are 59 Class Members who collectively worked a total of 2,253 Workweeks during the Class Period, and approximately 57 Aggrieved Employees who worked a total of 1,221 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant Proclinical will deliver the Class Data to the Administrator, in the

form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Proclinical has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Proclinical must send the Class Data to the Administrator, the Plaintiff, Proclinical, and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant Proclinical shall deposit into a Qualified Settlement Fund established by the Settlement Administrator the Gross Settlement Amount and the employer's share of payroll taxes, within fourteen (14) court days of the Effective Date of the Settlement.

4.4. Payments from the Gross Settlement Amount. Within seven (7) calendar days of the Defendants' funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class

1 Members (including those for whom Class Notice was returned undelivered). The
2 Administrator will send checks for Individual PAGA Payments to all Aggrieved
3 Employees including Non-Participating Class Members who qualify as Aggrieved
4 Employees (including those for whom Class Notice was returned undelivered). The
5 Administrator may send Participating Class Members a single check combining the
6 Individual Class Payment and the Individual PAGA Payment. Before mailing any
7 checks, the Settlement Administrator must update the recipients' mailing addresses
8 using the NCOA database.

9 4.4.2. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator will be responsible for issuing to Plaintiff, Participating Class
11 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required
12 by law for all amounts paid pursuant to this Settlement. The Settlement
13 Administrator will also be responsible for forwarding all payroll taxes and penalties
14 to the appropriate government authorities.

15 4.4.3. Tax Liability. Defendants make no representation as to the tax treatment or legal
16 effect of the payments called for hereunder, and Plaintiff and Participating Class
17 Members are not relying on any statement, representation, or calculation by
18 Defendants or by the Settlement Administrator in this regard. Plaintiff and
19 Participating Class Members understand and agree that they will be solely
20 responsible for the payment of any taxes and penalties assessed on the payments
21 described herein. Defendants' share of any employer payroll taxes and other required
22 employer withholdings due on the Individual Settlement Payments, including, but
23 not limited to, Defendants' FICA and FUTA contributions, shall be paid separate
24 and apart from the Gross Settlement Amount.

25 4.4.4. The Administrator must conduct a Class Member Address Search for all other Class
26 Members whose checks are returned undelivered without a United States Postal
27 Service ("USPS") forwarding address. Within seven (7) days of receiving a returned
28 check the Administrator must re-mail checks to the USPS forwarding address

provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.5. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Proclinical to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and his former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to the Plaintiff's employment with or separation from Proclinical and/or Freenome, including a California Civil Code Section 1542 waiver.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of

Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, 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.

5.2. Release by Participating Class Members: All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action that were alleged in the Operative Complaint, and/or which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein during the Class Period. This includes any claims premised on the following alleged violations of the Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the "Released Class Claims").

5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including claims for PAGA penalties based on alleged violations of Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the "Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel documents

necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the Settlement under Labor Code § 2699(f)(2); (ii) a draft proposed order granting preliminary approval and approval of the Settlement; (iii) a draft proposed Class Notice; and (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel.. Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or disclose the existence of any such pending matters. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will advise Defense Counsel.

6.2. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, with approval from Defense Counsel; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the

Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the

1 Administrator shall update Class Member addresses using the NCOA database.

2 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
3 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
4 Class Notice using any forwarding address provided by the USPS. If the USPS does
5 not provide a forwarding address, the Administrator shall conduct a Class Member
6 Address Search, and re-mail the Class Notice to the most current address obtained.
7 The Administrator has no obligation to make further attempts to locate or send Class
8 Notice to Class Members whose Class Notice is returned by the USPS a second time.

9 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and
10 Requests for Exclusion will be extended an additional fourteen (14) days beyond the
11 sixty (60) days otherwise provided in the Class Notice for all Class Members whose
12 notices are re-mailed. The Administrator will inform the Class Member of the
13 extended deadline with the re-mailed Class Notice.

14 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
15 discovers any persons who believe they should have been included in the Class Data
16 and should have received Class Notice, the Parties will expeditiously meet and
17 confer in person or by telephone, and in good faith in an effort to agree on whether
18 to include them as Class Members. If the Parties agree, such persons will be Class
19 Members entitled to the same rights as other Class Members, and the Administrator
20 will send, via email or overnight delivery, a Class Notice requiring them to exercise
21 options under this Agreement not later than fourteen (14) days after receipt of Class
22 Notice, or the deadline dates in the Class Notice, which ever are later.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the
25 Settlement must send the Administrator, by fax, email, or mail, a signed written
26 Request for Exclusion not later than sixty (60) days after the Administrator mails the
27 Class Notice (plus an additional 14 days for Class Members whose Class Notice is
28 re-mailed). A Request for Exclusion is a letter from a Class Member or his/her

representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members

whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the motion for final approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. In addition to the Weekly Reports, the Administrator shall report to the Parties when it has completed the initial distribution of the Individual Class Payments and Individual PAGA Payments to all individuals with valid

addresses.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATOR CLAUSE

Based on a review of its records, Proclinical has estimated that, during the Class Period, the Class Members worked approximately 2,253 Workweeks and approximately 1,221 PAGA Pay Periods worked during the PAGA Period. If the number of Workweeks increases by more than 15% greater than these figures, Proclinical agrees to increase the Gross Settlement Amount on a proportional basis that reflects the percentage over 15%.

9. DEFENDANTS' RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant Proclinical may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if Defendant Proclinical withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant Proclinical will remain responsible for paying all Settlement administration expenses incurred to that point. Defendant Proclinical must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of this Settlement under Labor Code § 2699(I), a Proposed final approval order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval

on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any

additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the

Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall

survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon
kmoon@moonlawgroup.com
 Jacquelyne VanEmmerik
jvanemmerik@moonlawgroup.com
 Nichelle Christopherson
nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa St., 31st Floor
 Los Angeles, California 90017

Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant Freenome Holdings, Inc.:

Paul S. Cowie, Bar No. 250131
Andrea Fellion, Bar No. 262278
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: 415.434.9100
Facsimile: 415.434.3947
E-mail: *pcowie@sheppardmullin.com*
E-mail: *afellion@sheppardmullin.com*

To Defendant Proclinical Staffing, Inc.:

Laura E. Hayward, Bar No. 204014
lhayward@littler.com
LITTLER MENDELSON, P.C.
101 Second Street
Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Fax No.: 415.399.8490

Nathaniel H. Jenkins, Bar No. 312067
njenkins@littler.com
LITTLER MENDELSON, P.C.
500 Capitol Mall
Suite 2000
Sacramento, California 95814
Telephone: 916.830.7200
Fax No.: 916.561.0828

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation

shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: 12/31/2025

By: _____

Jonathan Tai Dong

DocuSigned by:

Jonathan Tai Dong

2F57E57E31D8483...

Plaintiff's Counsel:

Dated: 12/31/2025

MOON LAW GROUP, PC

By: _____

Kane Moon

Jacquelyne VanEmmerik

Nichelle Christopherson

Attorneys for Plaintiff

[Remainder of Page Left Intentionally Blank with Additional Signatures on the Next Page]

Defendant:

Dated: January 6, 2026

Freenome Holdings, Inc.

By: Thomas Fitzpatrick
Print Name
DocuSigned by:
Thomas Fitzpatrick
CEE0859026C2460...
Signature

Head of Legal
Title

Defendant's Counsel:

Dated: January 6, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: P. S. Cowie
Paul S. Cowie
Andrea Fellion

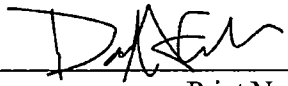
Attorneys for Defendant
Freenome Holdings, Inc.

[Remainder of Page Left Intentionally Blank with Additional Signatures on the Next Page]

1 **Defendant:**

2 Dated: December 30, 2025

Proclinical Staffing, Inc.

3
4 By: 

Print Name

5 David Collier

6 Signature

7 General Counsel & Secretary

8 Title

9
10 **Defendant's Counsel:**

11 Dated: December 30, 2025

LITTLER MENDELSON, P.C.

12
13 By: 

14 Laura E. Hayward
Nathaniel H. Jenkins

15 Attorneys for Defendant
16 Proclinical Staffing, Inc.

EXHIBIT 2

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jonathan Tai Dong v. Freenome Holdings, Inc.; Proclinical Staffing, Inc., Case No.: CGC-24-613979

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Freenome Holdings, Inc. ("Freenome") and Defendant Proclinical Staffing, Inc. ("Proclinical") (together, "Defendants")¹ for alleged wage and hour violations. The Action was filed by a former Proclinical employee, Jonathan Tai Dong ("Plaintiff"), and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees (the "Class Members") who are/were employed by Proclinical, and placed to work at Freenome, in the State of California during the Class Period (*i.e.*, April 16, 2020, through May 31, 2025); and, (2) penalties under the California Labor Code Private Attorneys General Act ("PAGA") for all current and former non-exempt employees (the "Aggrieved Employees") who are/were employed by Proclinical, and placed to work at Freenome, in the State of California during the PAGA Period (*i.e.*, April 14, 2023, through May 31, 2025).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Proclinical to fund Individual Class Payments, and (2) a PAGA Settlement requiring Proclinical to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Proclinical's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$[REDACTED] (less withholding) and your individual share of the Individual PAGA Payment is estimated to be \$[REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Proclinical's records you are not eligible for such a payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Proclinical's records showing that you worked [REDACTED] Workweeks during the Class Period, and you worked [REDACTED] Pay Periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Proclinical to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt out of the PAGA Settlement, and will receive your Individual PAGA Payment regardless.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

¹ All key terms herein are further defined in the Parties' CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Proclinical must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing, and you do not need to provide any advance notice of your attendance at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Proclinical's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Proclinical who was assigned to work at Freenome. The Action accuses Defendants of violating California labor laws by failing to (1) to pay minimum and straight time wages; (2) to pay overtime wages; (3) to provide meal periods; (4) to authorize and permit rest periods; (5) to reimburse necessary business expenses; (6) to timely pay all wages to terminated employees; (7) to furnish accurate itemized wage statements; and by (8) violating California Business and Professions Code section 17200 *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendants deny all liability arising from the Action and are confident they have strong legal and factual defenses to Plaintiff's claims. Defendants contend that, at all relevant times, Defendants properly compensated all employees and fully complied with all applicable laws. Defendants also deny that the Action is appropriate to maintain as a class or representative action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, to help resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, the Parties continued settlement negotiations, which eventually resulted in the Parties' agreement to settle this matter. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Proclinical will pay \$100,000.00 as the Gross Settlement Amount (GSA). Proclinical has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Proclinical has agreed to fully fund the Gross Settlement Amount within 14 court days of the Effective Date. Within 7 calendar days of Proclinical's full funding of the GSA, the Administrator will mail all requisite payments to Class Members, Aggrieved Employees, Plaintiff, the LWDA, Class Counsel, and the Administrator.

2. Court Approved Deductions from GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$33,330.00 (33.33% of the GSA) to Class Counsel for attorneys' fees and up to \$21,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 for the Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$5,950.00 to the Administrator for services administering the Settlement.
- D. \$7,500.00 for PAGA Penalties, allocated 75% to the LWDA (\$5,625.00) and 25% to Individual PAGA Payments (\$1,875.00) to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Proclinical will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his or her authorized representative setting forth a Class Member's name, present address and email

address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for an Individual PAGA Payment and are required to give up their right to assert PAGA Claims against Defendants based on the alleged PAGA violations in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Proclinical will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator's contact information is in Section 9 below.

9. Participating Class Members' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiff, Class Members, and Class Counsel will release claims against Released Parties as follows:

The Participating Class Members will be bound by the following release:

All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action that were alleged in the Operative Complaint, and/or which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein during the Class Period. This includes any claims premised on the following alleged violations of Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the "Released Class Claims").

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including claims for PAGA penalties based on alleged violations of Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,875.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Proclinical's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Proclinical's calculation of Workweeks and/or Pay Periods based on Proclinical's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be

returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendants' Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, address and email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Action as *Jonathan Tai Dong v. Freenome Holdings, Inc.; Proclinical Staffing, Inc.*, and include your identifying information (full name, address, telephone number) and approximate dates of employment. You must make the request yourself or through an authorized representative. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service payment to Plaintiff stating (i) the amount Class Counsel is requesting for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and a service payment to Plaintiff may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, address and email address or telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 613 of the San Francisco Superior Court, located at 400 McAllister St., San Francisco, California 94102. You can attend the Hearing in person or by using the Court's virtual appearance platform. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the GSA will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend), and **you do not need to provide any advance notice of your attendance at the Final Approval Hearing.**

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. In addition, you may review the case documents and information in person at the San Francisco Superior Court or online through the Court's website.

To view the case docket in person, visit the Civic Center Courthouse located at 400 McAllister St., San Francisco, CA 94102. Navigate to Room 103 (usually between 8:30 a.m. – 4:00 p.m., closed 12:00 p.m. – 1:00 p.m.), and use the public access terminals to search and view records for free, with a fee for printing copies. You will need the case number or parties' names, which appear at the top of the first page of this Notice, as well as a valid, government-issued identification card to deposit with the clerk in order to view case files.

You can also access case information and documents on the Court's website by navigating to <https://sf.courts.ca.gov/>. From there, select the "Online Services" tab, choose "Case Information," scroll to "Civil Case Query," and click "Access Now." You will be prompted to enter the case number, **CGC-24-613979**. After selecting "Search," you will be directed to the Register of Actions page, where you may view all documents filed in the case by selecting the corresponding "View" button. **Accessing and downloading case documents through the Court's website is completely free.**

DO NOT TELEPHONE, EMAIL, OR SEND MAIL TO THE JUDGE, CLERK OF COURT, OR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Facsimile: (213) 232-3125

Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

12. WHAT IS A PAGA PENALTY?

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share 25% of its penalties with the affected employees (here, the Aggrieved Employees). The PAGA settlement proposed as part of this Settlement is a settlement of the State's PAGA claim.

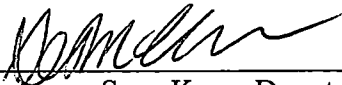
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 13, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 13, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk