SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiff Stephanie Leon ("Plaintiff"), on behalf of herself and on behalf of similarly situated aggrieved PAGA members, and Defendants Fulgent Therapeutics, LLC and Fulgent Genetics, Inc. ("Defendants").

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *Stephanie Leon v. Fulgent Therapeutics, LLC*, Los Angeles County Superior Court, Case No. 24STCV14168, filed on or about June 6, 2024.

2. "Aggrieved Employees" consist of all persons who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period.

3. "Complaint" means the Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. filed in the Action.

4. "Court" means the Superior Court of California for the County of Los Angeles.

5. "Effective Date" means the date upon entry of an Order by the Court approving this Settlement.

6. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

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

8. "Gross Settlement Amount" is the non-reversionary sum of Two Hundred and Eighty-Five Thousand Dollars and Zero Cents ($285,000.00), which represents the total amount payable under this Settlement by Defendants, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's Counsel's fees and costs, and payment to the Settlement Administrator for administration costs. The Gross Settlement Amount is subject to increase pursuant to Section III.2.

9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff's Counsel's fees up to Thirty-Five Percent (35%) of the Gross Settlement Amount, currently estimated at Ninety-Nine Thousand Seven Hundred and Fifty Dollars and Zero Cents ($99,750.00); (b) Plaintiff's verified costs up to Thirty Thousand Dollars and Zero Cents ($30,000.00); (c) administration costs up to Ten Thousand Dollars and Zero Cents ($10,000.00); and (d) enhancement payment to Plaintiff of Five Thousand Dollars and Zero Cents ($5,000.00) for service as the PAGA representative and in exchange for execution of a complete and separate full release of claims, including a section 1542 waiver.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "PAGA Letter" means the April 1, 2024 and December 23, 2024 letters Plaintiff submitted to the LWDA.

12. "PAGA Period" means the time period from April 1, 2023 through July 2, 2025.

13. 'Pay Periods" means the number of pay periods the Aggrieved Employees worked for Defendant during the PAGA Period.

14. "Released Parties" means Defendants Fulgent Therapeutics, LLC, and Fulgent Genetics, Inc., each of their former and present owners, parents, and subsidiaries, and all of their former and present officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, accountants, insurers, reinsurers, and/or legal representatives.

15. "PAGA Released Claims" mean any and all claims for civil penalties under PAGA relating to any and all facts and claims asserted in the PAGA Letter and Complaint or any other claims for civil penalties under PAGA that could have been reasonably alleged, based on the facts alleged in the PAGA Letter and Complaint, arising during the PAGA Period, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime, and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; wage statement violations; and separation pay violations; and any related claims for attorneys' fees, costs, or interest resulting therefrom.

16. "Parties" mean Plaintiff and Defendants.

17. "Plaintiff's Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC.

18. "Settlement Administrator" means ILYM Group, Inc.

II. <u>RECITALS</u>

1. Plaintiff alleges that Defendants: (1) failed to pay for all hours worked, including minimum wages and overtime wages, (2) failed to provide meal periods, (3) failed to authorize and permit rest periods, (4) failed to timely pay wages, (5) failed to provide accurate itemized wage statements, (6) failed to keep requisite payroll records; and (7) failed to provide reimbursement for necessary expenditures; and as a result of the foregoing, are liable for civil penalties under PAGA.

2. On April 1, 2024, Plaintiff provided written notice to the LWDA asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described above.

3. On June 6, 2024, Plaintiff filed her PAGA representative complaint against Defendant Fulgent Therapeutics, LLC in the Action.

4. On December 23, 2024, Plaintiff submitted an amended PAGA letter with the LWDA and filed an Amendment to Complaint in the Action to add Fulgent Genetics, Inc. as an employer and defendant for purposes of the PAGA claim.

5. The Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff, other Aggrieved Employees, and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim.

6. On May 2, 2025, the Parties participated in mediation before mediator Tripper Ortman, Esq. With the assistance of Mr. Ortman, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit, or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount**. Defendants shall pay Two Hundred and Eighty-Five Thousand Dollars and Zero Cents ($285,000.00) as the non-reversionary Gross Settlement Amount. Defendants' best estimate for the number of Pay Periods for the period of October 25, 2020 to April 17, 2025 is approximately 6,148. If the actual number of Pay Periods is more than ten percent (10%) above 6,148, then the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 6,762 Pay Periods (i.e. meaning if the Pay Periods increase by 11% the Gross Settlement Amount will increase by 1%).

3. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. Plaintiff's Counsel's Fees and Costs. Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to thirty-five (35%) of the Gross Settlement Amount (currently estimated at Ninety-Nine Thousand Seven Hundred and Fifty Dollars and Zero Cents ($99,750.00) and costs incurred in prosecuting this Action, up to Thirty Thousand Dollars and Zero Cents ($30,000.00) (together, "Attorneys' Fees and Costs"). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Attorneys'

Fees and Costs). If the Court believes that any portion of the Attorneys' Fees and Costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Administration Costs. Defendants will not oppose the Settlement Administrator's costs in the amount up to Ten Thousand Dollars and Zero Cents ($10,000.00) for administering the Settlement ("Settlement Administration Costs"). In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. Enhancement Payment to Plaintiff. Defendants will not oppose an enhancement award to Plaintiff in the amount up to Five Thousand Dollars and Zero Cents ($5,000.00) for service as the PAGA representative and for executing a general release of claims including a section 1542 waiver, set forth in Paragraph 7 below ("Enhancement Payment").

4. **Allocation of Net Settlement Amount**. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment").

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees (i.e., Individual PAGA Payments). To determine the amount of each Individual PAGA Payment, the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by 25% of the Net Settlement Amount.

The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

5. **PAGA Released Claims**. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

6. **Plaintiff's General Release**. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff releases, in addition to the PAGA Released Claims, all claims related to or arising from Plaintiff's employment with Defendants, whether known or unknown, under federal law or state law, to the fullest extent permitted by law, up to the execution of this Settlement, against the Released Parties ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's

General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Plaintiff further understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Notwithstanding the above nor anything else in this Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff; and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

7. **No Right to Opt-Out**. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude oneself from the Settlement.

8. **Covenants and Representations by Plaintiff**.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that she has read this Settlement, that she fully understands her rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Confidentiality**. Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement confidential up until the motion for approval is filed. In response to any inquiries, Plaintiff and Plaintiff's Counsel will state that "the case was resolved with Court approval." Plaintiff's Counsel shall not report the Settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Settlement, the Action, or their content. However, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the Settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this Settlement with their spouses, attorneys, or tax advisors; (ii) Plaintiff's Counsel from citing the Settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's Counsel from communicating with

the Plaintiff in this case, the LWDA, or with the court in which this action is pending. Defendants acknowledge that upon Plaintiff's submission of the Settlement to the Court for approval, the Settlement will become public knowledge.

To permit judicial review and approval of the Settlement, as required by Labor Code Section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties seeking Court approval of the Settlement, pursuant to Lab. Code § 2699(l)(2).

10. **Termination of Settlement**. If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then Plaintiff's Counsel and Defendant's 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 or otherwise satisfy the Court's concerns.

11. **Judgment**. As part of the motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees; however, Plaintiff's individual general release shall remain effective and bar her individual claims as set forth therein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to utilize ILYM Group, Inc. to handle the administration of this Settlement.

2. **Funding and Settlement Administration Timeline.**

a. Provision of Information for Aggrieved Employees. Within twenty-one (21) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from their records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing or email address, total Pay Periods worked during the PAGA Period, dates worked during the PAGA Period, and Social Security number (collectively, "Aggrieved Employees List"). Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

b. Preliminary Calculations. Within seven (7) business days of receiving the Aggrieved Employees List from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement

Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

c. Approval of Calculations. After the Settlement Administrator has provided preliminary calculations, the Parties will have five (5) business days to finalize and approve calculations.

d. Funding. Within seven (7) business days of the Parties having finalized and approved calculations, Defendants will fund the Gross Settlement Amount by transmitting the funds into a Qualified Settlement Fund established and maintained by the Settlement Administrator.

3. **Explanatory Letter and Individual PAGA Payments**. Upon receipt of the Aggrieved Employees List, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within seven (7) business days of receiving the Gross Settlement Amount funds in the Qualified Settlement Fund, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices**. The Settlement Administrator shall exercise its best judgment to determine the current address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing or email address shall be presumed to be the best mailing or email address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendants fully discharge their obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. The funds of all uncashed checks—that is, checks that remain uncashed for more than 180 days following issuance by the Settlement Administrator—will be canceled and distributed by the Settlement Administrator to the Unclaimed Property Division in the name of the Aggrieved Employee at issue and the amount of their Individual PAGA Payment.

5. **Payment of Remainder**. Within seven (7) business days of receiving the Gross Settlement Amount funds in the Qualified Settlement Fund, the Settlement Administrator will distribute the following additional payments: (1) the LWDA Payment to the LWDA; (2) the Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel; (3) the Court-approved Enhancement Payment to Plaintiff; and (4) the Court-approved Settlement Administration Costs to the Settlement Administrator.

6. **Accounting**. No later than fifteen (15) business days of any final accounting hearing, the Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement.

7. **Tax Consequences**. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for the Parties, make any representations or warranties with respect to tax consequences of any payment under this Settlement.

VI. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

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

3. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein, except as provided in Paragraph 15 below.

4. **Governing Law**. This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and

enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Amendment or Modification**. This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. **Authorization to Enter into Settlement**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator to resolve such disagreement.

10. **Execution and Counterparts**. This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. **Invalidity of Any Provision**. Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability**. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. In any proceeding to enforce the terms of this Agreement, the Parties may disclose the terms of this Agreement to the extent necessary to enforce the Agreement, but shall make all efforts to preserve the confidentiality of this Agreement, including but not limited to filing the relevant provisions of the Agreement and/or discussion of these terms under seal or conditionally under seal to the fullest extent appropriate and possible.

16. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure section 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

18. **Denial of Liability**. The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 10/15/2025

Stephanie Leon

Stephanie Leon, Plaintiff

Dated: Nov 4, 2025

Natalie Prescott

Defendants Fulgent Therapeutics, LLC and Fulgent Genetics, Inc.

By: Natalie Prescott

Its: General Counsel & Chief Privacy Officer

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated: October 15, 2025

BLACKSTONE LAW, APC

By: ______________________________
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose

Attorney for Plaintiff

Defendants' Counsel:
Dated:

FISHER & PHILLIPS LLP

By: ______________________________
Danielle Hultenius Moore
Lauren Bushman
Julia A. Sherwood

Attorneys for Defendants

EXHIBIT A

[Settlement Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

NOTICE OF PAGA SETTLEMENT

Enclosed please find a check in the amount of [INDIVIDUAL PAGA PAYMENT].

You are receiving this check because of a lawsuit brought by Plaintiff Stephanie Leon ("Plaintiff") against Defendants Fulgent Therapeutics, LLC and Fulgent Genetics, Inc. ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). The lawsuit was filed on June 6, 2024, in the Los Angeles County Superior Court, Case No. 24STCV14168 (the "Action").

Plaintiff's Action against Defendants is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendants' alleged unlawful conduct. Specifically, Plaintiff alleges that Defendants failed to comply with wage-and-hour laws as to hourly-paid or non-exempt employees who worked for Defendants.

Defendants strongly deny these claims and maintain that they fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the Parties agreed to settle the matter. The Settlement covers Defendants and each of their former and present owners, parents, and subsidiaries, and all of their former and present officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, accountants, insurers, reinsurers, and/or legal representatives (all of whom are referred to here as the "Released Parties"). The Court has approved the Settlement and release of claims described below. By settling the Action, Defendants and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], 2025, the Settlement was approved by the Court. Pursuant to PAGA, a portion of the Settlement is being paid to the government and a portion is being paid to all persons who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period (the "Aggrieved Employees"). You are receiving a portion of the Settlement because Defendants' records indicate that you worked for Defendants during at least one pay period from April 1, 2023 to July 2, 2025 (the "PAGA Period").

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Department of Unclaimed Property. Regardless of what you do with the check issued to you, by law and Court order you have released the Released Parties from the Released PAGA Claims described below.

One hundred percent (100%) of your payment under this Settlement will be considered penalties and not considered taxable but will be reported to the IRS and state tax authorities.

The Settlement bars you and other Aggrieved Employees from any and all claims for civil penalties under PAGA relating to any and all facts and claims asserted in the PAGA Letter and Complaint or any other claims for civil penalties under PAGA that could have been reasonably alleged, based on the facts alleged in the PAGA Letter and Complaint, arising during the PAGA Period, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime, and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; wage statement violations; and separation pay violations; and any related claims for attorneys' fees, costs, or interest resulting therefrom.

Do not call or write the Court or Office of the Clerk to ask questions about the Settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Settlement Administrator's contact person]