Electronically Received 11/05/2026 11:40 AM

LONNIE C. BLANCHARD III (SBN 93530)
THE BLANCHARD LAW GROUP, APC
177 East Colorado Blvd., Suite 200
Pasadena, California 91105
Telephone: (213) 599-8255
Email: lonnieblanchard@gmail.com

Justin Swartz (*Admitted Pro Hac Vice*)
OUTTEN & GOLDEN LLP
685 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
Facsimile: (646) 509-2005
Email: jswartz@outtengolden.com

Jennifer Davidson (*Admitted Pro Hac Vice*)
OUTTEN & GOLDEN LLP
1225 New York Ave NW, Suite 1200B
Washington, DC 20005
Telephone: (202) 847-4400
Facsimile: (646) 952-9114
Email: jdavidson@outtengolden.com

Attorneys for Plaintiffs
(*Additional Counsel Listed Below)*

FILED
Superior Court of California
County of Los Angeles
11/13/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Herman Pappoe, Jesse Perez, Fatoumata Barry Yapo, and Amelia Myers, individually and on behalf of all others similarly situated, the Collective and as private attorney generals under the Private Attorneys General Act,

Plaintiffs,

vs.

Kite Pharma, Inc., Gilead Sciences, Inc., and Does 1 through 10,

Defendants.

Case No. 24STCV02259
CLASS ACTION
(*Assigned to the Hon. Samantha P. Jessner – Dept. 7*)

[~~Proposed~~] Amended Order Granting Motion for Preliminary Approval of Stipulation of Class Action, Collective and PAGA Settlement and Release

Date: November 13, 2026
Time: 10:00 a.m.
Dept.: 7

Jahan Sagafi
OUTTEN & GOLDEN LLP
1999 Harrison Street, Suite 1500
Oakland, CA 94612
Telephone: (415) 638-8800
Email: jsagafi@outtengolden.com

JEFF HOLMES (SBN 100891)
HOLMES LAW GROUP, APC
2801 Ocean Park Blvd #1035
Santa Monica, CA 90405
Telephone: 310-396-9045
Email: jeffholmesjh@gmail.com

Attorneys for Plaintiffs

Having considered the Parties' Class Action, Collective, and PAGA Settlement Agreement, (the "Settlement"), the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action, Collective, and PAGA Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, **IT IS HEREBY ORDERED:**

1. For purposes of this Order, the Court adopts and incorporates all definitions set forth in the Settlement Agreement.

2. Based on a review of the papers submitted by Plaintiffs Herman Pappoe, Jesse Perez, Fatoumata Barry Yapo, and Amelia Myers ("Plaintiffs"), the Court finds that the Settlement is the result of arms-length negotiations conducted after Class Counsel had adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. The Court finds that the terms of the Settlement set forth in the Settlement appear to be fair, adequate, and reasonable. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

3. For settlement purposes only, the Court conditionally certifies the following class:

> All current and former non-exempt, overtime-eligible employees of Defendants in California employed at any time from January 29, 2020 to June 8, 2026.

4. For settlement purposes only, the Court appoints Plaintiffs as Class Representatives and their counsel, Lonnie C. Blanchard III of The Blanchard Law Group, APC, Justin Swartz and Jennifer Davidson of Outten & Golden LLP, and Jeff Holmes of the Holmes Law Group, APC as Class Counsel.

5. The Court approves Apex Class Action LLC to act as the Settlement Administrator.

6. The Court approves the form and content of the Notice of Proposed Class, Collective and PAGA Action Settlement (the "Class Notice") attached to the Amended Settlement Agreement as Exhibit A and finds that the Class Notice satisfies the requirements of California Rule of Court, Rules 3.766 and 3.769, subd. (f) and fairly apprises the Settlement Class, Settlement Collective, and PAGA Employees of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (a) the nature of the action, the definition of the Settlement Class, Settlement Collective, and PAGA Employees, the identity of Class Counsel, and the essential terms of the Settlement; (b) Plaintiffs' and Class Counsels' applications for the class representatives' enhancement awards and Class Counsels'

request for attorney's fees and litigation costs; (c) a formula used to determine the Settlement Class, Settlement Collective, and PAGA Employees' estimated payment; (d) Settlement Class, Settlement Collective, and PAGA Employees' rights to appear through counsel if they desire; (e) how to object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (f) how to obtain additional information regarding the action and the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the settlement and make clarifications to the extent the same are found or needed so long as such corrections do not materially alter the substance of the documents.

7. The Court approves the procedure for Class Members to participate in, request exclusion from, or object to the Settlement as set forth in the Settlement and in the Class Notice.

8. The Court finds that the deadlines and method set forth in the Settlement for the mailing of the Notice meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law and due process.

9. Defendants are directed to provide the Settlement Administrator all data required by the Settlement Agreement in the time required under the Settlement Agreement.

10. The Court directs the Settlement Administrator to perform address verification measures and mail the Class Notice by first class mail and Email to the Settlement Class, Settlement Collective and, PAGA Employees and to otherwise carry out the Settlement according to the terms of the Settlement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

11. The Court preliminarily approves the handling of unclaimed funds set forth in the Settlement as set forth in the Settlement.

12. A final approval hearing shall be held in this Court on June 22, 2027 at 10:00 a.m./~~p.m.~~ to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorney's fees and costs to be awarded to Class Counsel; (3) the amount of service awards to be awarded to the Named Plaintiff Class Representatives; and (4) whether to approve the PAGA payment.

13. Neither this Order, the Settlement, nor any document referred to therein, nor any action

taken to carry out the settlement embodied in the Settlement may be construed or used as an admission by or against Defendants or any of the other Released Parties (as that released terms are defined in the Settlement) of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Settlement and any negotiations or proceedings related thereto shall not in any event be construed as or deemed to be evidence of an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendants or any of the Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement, or any related agreement or release.

14. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

15. The Court may for good cause shown extend any of the deadlines set forth in this Order.

16. The Court recognizes that certification under this Order is for settlement purposes only and shall not constitute or be construed as a finding by the Court or an admission on the part of Defendants or any of the Released Parties of any fault or commission with respect to any claim or that this action is appropriate for class treatment for litigation purposes. Entry of this Order is without prejudice to the rights of Defendants or any of the Released Parties to oppose class certification in this action if the proposed Settlement is not finally approved.

17. If the Settlement is not finally approved or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: 11/13/2026

Samantha Jessner / Judge

HON. SAMANTHA P. JESSNER

PROOF OF SERVICE

I am over the age of 18 and not a party to the within action. My business address is 177 East Colorado Blvd., Suite 200, Pasadena, California 91105. On November 5, 2026, I served the following document(s) described as:

[Proposed] Amended Order Granting Motion for Preliminary Approval of Stipulation of Class Action, Collective and PAGA Settlement and Release

on interested parties in this action addressed as follows:

See below service list.

(By Mail) I deposited such envelope with postage thereon fully prepaid in the United States mail at a facility regularly maintained by the United States Postal Service at Los Angeles, California.

(By Email) Based on a court order, Rules of Court, or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the email addresses set forth above.

(By Overnight Delivery) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address(es) identified above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

xxx (**By Case Anywhere**) A true and correct copy was electronically served on counsel of record by transmission to Case Anywhere.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 5, 2026.

Kale Morita

Service List

Gibson, Dunn & Crutcher LLP Theane Evangelis Lauren Fischer Cynthia Chen McTernan 333 South Grand Ave. Los Angeles, CA 90071	*Attorneys for Defendants* Telephone: (213) 229-7000 Email: TEvangelis@gibsondunn.com LFischer@gibsondunn.com cmcternan@gibsondunn.com
Gibson, Dunn & Crutcher LLP Greta B. Williams 1050 Connecticut Avenue, N.W. Washington, D.C. 20036-5306	*Attorneys for Defendants* Telephone: (202) 955-8500 Email: GBWilliams@gibsondunn.com
Gibson, Dunn & Crutcher LLP Megan Cooney 3161 Michelson Drive Irvine, CA 92612-4412	*Attorneys for Defendants* Telephone: (949) 451-3800 Email: MCooney@gibsondunn.com
Justin Swartz Outten & Golden LLP 685 Third Avenue, 25th Floor New York, NY 10017	*Attorneys for Plaintiff* Telephone: (212) 245-1000 Email: jswartz@outtengolden.com
Jahan Sagafi OUTTEN & GOLDEN LLP One California Street, 12th Floor San Francisco, CA 94111	*Attorneys for Plaintiff* Telephone: (415) 638-8800 Email: jsagafi@outtengolden.com
Jennifer Davidson OUTTEN & GOLDEN 1225 New York Avenue, NW, Suite 1200B Washington, DC 20005	*Attorneys for Plaintiff* Telephone: (202) 751-3272 Email: jdavidson@outtengolden.com