AMENDED CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Class, Collective, and Representative Action Settlement Agreement and Release ("Agreement" or "Settlement"), is made and entered into by, between, and among, on the one hand, Plaintiffs Herman Pappoe, Jesse Perez, Amelia Myers, and Fatoumata Barry Yapo (together, the "Named Plaintiffs") on behalf of themselves, the Settlement Class (as defined below), the Settlement Collective (as defined below), the State of California, and the PAGA Employees (as defined below), and on the other hand, Defendants Gilead Sciences, Inc. ("Gilead") and Kite Pharma, Inc. ("Kite") (together, the "Defendants"), on behalf of themselves and the Released Parties (as defined below).

Named Plaintiffs and Defendants (collectively, "the Parties") enter into this Agreement to effectuate a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against Defendants and the Released Parties (both as defined herein) that relate to the primary rights asserted in the operative complaint in (i) *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259) (the "*Pappoe* Action"), and (ii) *Myers et al. v. Gilead Sciences, Inc. et al.* (N.D. Cal. Case No. 3:24-cv-02668-AMO) (the "*Myers* Action") (together, the "Actions"). This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Class Claims, Released PAGA Claims, Released FLSA Claims, and the Released Named Plaintiffs Claims, as defined and on the terms set forth below, and to the full extent set forth in this Settlement Agreement, subject to the approval of the Court.

I. RECITALS

A. *Pappoe* Action

WHEREAS, on January 29, 2024, Plaintiff Pappoe filed a putative class action against Defendants in the California Superior Court for the County of Los Angeles alleging various wage-and-hour violations under the California Labor Code and California Unfair Competition Law;

WHEREAS, on April 3, 2024, Plaintiff Pappoe filed a first amended complaint, which added a claim against Defendants under the Private Attorneys' General Act ("PAGA");

WHEREAS, on May 2, 2024, Plaintiff Pappoe filed a second amended complaint, which Defendants answered on May 22, 2024; and

WHEREAS, on December 5, 2024, Plaintiff Pappoe filed a third amended complaint, which added Plaintiff Jesse Perez as a named plaintiff, and which Defendants answered on January 6, 2025.

B. *Myers* Action

WHEREAS, on May 3, 2024, Plaintiffs Amelia Myers and Fatoumata Barry Yapo (the "Myers Plaintiffs") filed a putative class and collective action against Defendants in the United States District Court for the Northern District of California alleging various wage-and-hour violations under the California Labor Code, California Unfair Competition Law, and the Fair Labor Standards Act ("FLSA");

WHEREAS, on June 5, 2024, the Myers Plaintiffs filed a motion for conditional certification of the proposed FLSA collective;

WHEREAS, on June 21, 2024, Defendants filed a motion to dismiss and/or stay the *Myers* Action pending resolution of the *Pappoe* Action;

WHEREAS, on October 25, 2024, by stipulation of the Myers Plaintiffs and Defendants, the Myers Plaintiffs filed their first amended complaint;

WHEREAS, on January 21, 2025, the Court granted Defendants' motion to stay the state law claims alleged in the *Myers* Action, but denied Defendants' motion to stay the FLSA claim;

WHEREAS, on February 11, 2025, Defendants answered the Myers Plaintiffs' first amended complaint;

WHEREAS, on March 20, 2025, the Court conditionally certified the proposed FLSA collective;

WHEREAS, on April 15, 2025, the Myers Plaintiffs and Defendants jointly stipulated to stay the *Myers* Action and toll putative collective members' claims, which the Court granted on April 16, 2025; and

WHEREAS, on April 17, 2025, the Myers Plaintiffs and Defendants jointly stipulated to modify the FLSA collective definition, which the Court granted on April 18, 2025.

C. Mediation and Resolution

WHEREAS, on December 11, 2025, Named Plaintiffs and Defendants, with their respective counsel, attended an in-person mediation with the Honorable Suzanne H. Segal (Ret.), and, in

preparation for the mediation, exchanged information, documents, and data, which enabled a thorough evaluation of Named Plaintiffs' claims, Defendants' defenses, and the likely outcomes, risks, and expense of pursuing litigation;

WHEREAS, following the mediation, the Parties agreed to a global settlement and release of the Actions, and memorialized the agreement according to a Memorandum of Understanding, which the Parties fully executed on April 28, 2026, and thereafter continued to negotiate the terms of this Agreement;

WHEREAS, on December 18, 2025, and December 22, 2025, the Parties notified the courts in the *Myers* Action and the *Pappoe* Action, respectively, of the settlement in principle reached through mediation;

WHEREAS, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims that exist between them arising from the factual allegations that underlie the Actions concerning any and all claims asserted therein;

WHEREAS, to achieve a full and complete release of Defendants (and the "Released Parties" as defined in this Agreement) of such disputes and claims, the Named Plaintiffs, on behalf of the Settlement Class (as defined below), the Settlement Collective (as defined below), the State of California, and the PAGA Employees (as defined below), all of which include any legal heirs and/or successors-in-interest, through execution of the Agreement, acknowledge that this Agreement is intended to include in its effect the entirety of the releases more fully described herein.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below:

1. "Actions" means (i) *Myers et al. v. Gilead Sciences, Inc. et al.* (N.D. Cal. Case No. 3:24-cv-02668-AMO) ("*Myers* Action") and (ii) *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259) ("*Pappoe* Action").

2. "Attorneys' Fees and Costs" means attorneys' fees sought by Class Counsel for litigation and resolution of the Actions, and all reasonable costs incurred by Class Counsel in the Actions. Subject to review and approval by the Court, Class Counsel may request attorneys' fees of

not more than one-third (1/3) of the Gross Settlement Fund ($8,000,000.00), plus reasonable costs and expenses in an amount not to exceed $80,000, which shall be paid from the Gross Settlement Fund.

3. "Class Counsel" means (i) Lonnie C. Blanchard of Blanchard Law Group, APC, (ii) Justin Swartz and Jennifer Davidson of Outten & Golden LLP, and (iii) Jeff Holmes of Holmes Law Group, APC.

4. "Class Counsel Award" means any attorneys' fees and expenses or costs awarded to Class Counsel by the Court.

5. "Class List" means a complete list of all Settlement Class Members, Settlement Collective Members, and PAGA Employees that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within forty-five (45) calendar days after entry of an order granting Preliminary Approval of this Settlement. The Class List will be in Microsoft Excel format and will include, for each Settlement Class Member, Settlement Collective Member, and/or PAGA Employee, the following information: full name; most recent mailing address and telephone number contained in Defendants' personnel records; Social Security number; dates of employment; information sufficient to calculate the number of Workweeks (defined herein) that each Settlement Class Member and/or Settlement Collective Member worked during the Class Period (defined herein) and/or the FLSA period (as defined herein), and the number of Workweeks that each PAGA Employee worked during the PAGA Period (defined herein), according to Defendants' records; and any other information needed to calculate Individual Settlement Payments.

6. "Class Period" means the period from January 29, 2020 to June 8, 2026.

7. "Class Representative Enhancement Payments" means the amounts to be paid to Named Plaintiffs from the Gross Settlement Fund, subject to final approval by the Court, in recognition of their effort and work in prosecuting the Actions on behalf of Settlement Class Members, and for the Released Named Plaintiff Claims as defined herein. Subject to the Court granting final approval of this Agreement and subject to the exhaustion of any and all appeals, the Named Plaintiffs will request Court approval of Class Representative Enhancement Payments of no more than Twelve Thousand Dollars ($12,000.00) each to Herman Pappoe, Jesse Perez, Amelia Myers, and Fatoumata Barry Yapo.

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

9. "Effective Date" means the later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to Final Approval, the date of Final Approval if the Settlement is finally approved consistent with the terms of this Agreement; or (ii) if timely objections are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals timely filed or the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved consistent with the terms of this Agreement.

10. "Excluded Claims" means any claims that cannot legally be released by operation of law, including, for example, rights: (i) under the Consolidated Omnibus Budget Reconciliation Act of 1985; (ii) to workers compensation and/or unemployment insurance (the application for which shall not be contested by Defendants); (iii) to accrued, vested benefits under any employee benefit, stock, savings, insurance, or pension plan of Defendants; and (iv) to benefits under any other employee plan in which Participating Settlement Class Members, Settlement Collective Members, and/or PAGA Employees are a participant prior to the Class Period, FLSA Period, and/or PAGA Period, respectively, including life and disability benefit plans (and nothing in this Agreement is intended to be a source of off-settable income under any disability plans).

11. "Final Approval" means the entry of an order reflecting the Court's decision to finally approve the Settlement, as well as the date on which such an order is entered.

12. "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the date the Settlement Administrator mails Notice Packets to Settlement Class Members for purposes of: (i) entering Final Approval; (ii) determining whether the Settlement shall be approved as fair, reasonable, and adequate; and (iii) ruling upon an application by Class Counsel for Attorneys' Fees and Costs and Named Plaintiffs' Class Representative Enhancement Payments.

13. "FLSA Period" means the period from May 3, 2021 to June 8, 2026.

14. "Funding Date" means twenty-one (21) business days after the Effective Date.

15. "Gross Settlement Fund" means the non-reversionary amount of Eight Million Dollars ($8,000,000.00) to be paid by Defendants in full satisfaction of all Individual Settlement Payments, Individual Collective Payments, Individual PAGA Payment, the employees' shares of applicable

payroll tax payments (including FICA, FUTA, and SDI contributions), the Class Representative Enhancement Payments, the portion of the PAGA Settlement Amount to be paid to the California Labor and Workforce Development Agency ("LWDA"), Attorneys' Fees and Costs, and Settlement Administration Costs. In addition to the Gross Settlement Fund, Defendants agree to separately pay the employer's share of applicable payroll tax payments ("Employer's Payroll Tax Payments"), which shall be calculated by the Settlement Administrator and determined based on the Individual Settlement Payments to Participating Class Members and Individual Collective Payments to Settlement Collective Members dispersed as W-2 payments. Except for the Employer's Payroll Tax Payments, in no event will Defendants be required to pay more than the amount of the Gross Settlement Fund set forth in this Paragraph.

16. "Individual Collective Payment" means each Settlement Collective Member's respective share of the Net Settlement Amount for their Released FLSA Claims.

17. "Individual Settlement Payment" means each Participating Settlement Class Member's respective share of the Net Settlement Amount for their Released Class Claims.

18. "Individual PAGA Payment" means each PAGA Employee's respective share of the 25% of the PAGA Settlement Amount allocated to PAGA Employees for their Released PAGA Claims.

19. "Named Plaintiffs" means Plaintiffs Herman Pappoe, Jesse Perez, Amelia Myers, and Fatoumata Barry Yapo.

20. "Net Settlement Amount" means the portion of the Gross Settlement Fund remaining after deducting the Class Representative Enhancement Payments, the Class Counsel Award, Settlement Administration Costs, and PAGA Settlement Amount. The entirety of the Net Settlement Amount will be distributed to Settlement Collective Members and Participating Settlement Class Members pro rata, on a per "weeks worked" or "workweek" basis. There will be no reversion of the Net Settlement Amount to Defendants.

21. "Notice of Objection" means a Settlement Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs,

or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Fairness Hearing. Unless the Court orders otherwise, any Settlement Class Member who does not submit a timely written objection to the Settlement, or who fails to otherwise comply with the specific and technical requirements of this Paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

22. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**.

23. "PAGA Employees" means members of the Settlement Class, as defined herein, who were employed by Defendants in California at any time during the PAGA Period. PAGA Employees shall have no option to opt-out of the settlement.

24. "PAGA Period" means the period from January 26, 2023 to June 8, 2026.

25. "PAGA Settlement Amount" means the amount that the Parties agree to pay from the Gross Settlement Fund to the PAGA Employees and the California Labor and Workforce Development Agency ("LWDA") in connection with resolution of the PAGA claims in the Actions. The Parties agree that $600,000 of the Gross Settlement Fund will be allocated to the resolution of PAGA Employees' claims arising under PAGA. As required by PAGA, Seventy-Five Percent (75%) (i.e., $450,000) of the PAGA Settlement Amount will be paid to the LWDA (the "LWDA Payment"), and Twenty-Five Percent (25%) (i.e., $150,000) of the PAGA Settlement Amount will be distributed to PAGA Employees on a pro rata basis based on their respective number of Workweeks during the PAGA Period.

26. "Participating Settlement Class Members" means all Settlement Class Members who do not submit timely and valid Requests for Exclusion.

27. "Participating Settlement Collective Members" means all Settlement Collective Members who deposit,cash, or otherwise negotiate their Settlement Check.

28. "Parties" means Named Plaintiffs and Defendants.

29. "Preliminary Approval" means the Court order granting preliminary approval of this Settlement.

30. "Qualified Settlement Fund" means a fund, account, or trust satisfying the requirements US Treasury Regulation section 468B-1, which will be established by the Settlement Administrator for the purpose of distributing the Gross Settlement Fund according to the terms of this Agreement.

31. "Released Class Claims" means all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint in the Actions, or which relate to the primary rights asserted in the operative complaint in the Actions, including without limitation: (a) all claims for wage statement violations (Labor Code §§ 226, 1174); (b) all claims for unpaid wages (Labor Code §§ 1194, 1197, 1197.1); (c) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198); (d) all claims for failure to provide meal and rest periods and meal and rest period premium pay at the regular rate of pay (Labor Code §§ 226.7, 510, 512, 558, 1194, 1197); (e) all claims for failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802); (f) all claims for the failure to timely pay wages during employment (Labor Code §§ 204, 210); (g) all claims for the failure to timely pay wages upon termination, failure to pay waiting time penalties, and failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201, 202, 203); (h) all claims asserted through California Business & Professions Code §§ 17200 *et seq*. arising out of the aforementioned claims; and (i) all related claims arising under the IWC Wage Orders and/or California law. The period of the Released Class Claims shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of this release. For purposes of clarification, the Released Class Claims shall not include the Excluded Claims.

32. "Released Named Plaintiff Claims" means, in addition to the Released Class Claims, Released PAGA Claims, and Released FLSA Claims, as applicable, the release and forever discharge of the Released Parties by the Named Plaintiffs, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Named Plaintiffs have or may have against the Released Parties based in any way on, or otherwise related to or arising from, their employment with Defendants as of the date of execution of this Agreement. The *res judicata* effect of the Judgment will be the same as that of this release.

a. The Released Named Plaintiff Claims include, but are not limited to, all disputes relating to or arising out of any state, local, or federal statute, ordinance, regulation, order, or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000(e), *et seq*.; the Civil Rights Act of 1866, as amended, 42 U.S.C. §§ 1981, *et seq*.; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Fair Labor Standards Act of 1939, as amended, 29 U.S.C. §§ 201, *et seq*. and Code of Federal Regulations; the Orders of the California Industrial Welfare Commission regulating wages, hours and working conditions; the California Fair Employment & Housing Act, as amended, Cal. Govt. Code §§ 12900, *et seq*.; the California Family Rights Act of 1991, as amended; Cal. Govt. Code § 12945.2; the California Unruh Civil Rights Act, as amended, Cal. Civ. Code §§ 51, *et seq*.; the California Labor Code (including any claim for civil penalties under the California Labor Code Private Attorneys General Act); the California Government Code; Article 1 of the California Constitution; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq*.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12100, *et seq*.; the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq*. and any state law equivalent; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq*.; the National Labor Relations Act, as amended, 29 U.S.C. §§ 151, *et seq*.; California Business and Professions Code §§ 17200, *et seq*.; other statutory and common law claims; statutory or common law rights to attorneys' fees and costs, penalties/fines, and/or punitive damages; any action based on contract, quasi-contract, quantum meruit, implied contract, tort, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, defamation, libel, slander, immigration issues, infliction of emotional distress, negligence, assault, battery, conspiracy, harassment, retaliation, discrimination on any basis prohibited by statute or public policy, conversion,

any interference with business opportunity or with contract or based upon any other theory; and/or similar causes of action.

b. The Released Named Plaintiff Claims include a waiver of all rights and benefits afforded by section 1542 of the California Civil Code. Section 1542 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.**

c. The Released Named Plaintiff Claims do not include:

(i) As to Plaintiff Fatoumata Barry Yapo, a California common law claim for wrongful termination based on age, race, and/or disability.

(ii) As to Plaintiff Herman Pappoe, the claims alleged in his pending individual, separate action, *Pappoe v. Kite Pharma, Inc., et al*. (L.A. Cnty. Super. Ct. Case No. 24STCV21421).

(iii) Any Excluded Claims.

33. "Released PAGA Claims" means all claims pursuant to the California Labor Code Private Attorneys General Act (codified in Labor Code section 2698 *et seq*.) based on the facts and legal theories asserted in the operative complaint in the Actions, or which relate to the primary rights asserted in the operative complaint in the Actions, including without limitation PAGA claims for: (1) failure to timely pay all minimum, regular, and /or overtime wages (Labor Code §§ 204, 210, 510, 558, 1182.12, 1194, 1197, 1197.1, and 1198); (2) failure to provide meal and rest periods and meal and rest period premium pay at the regular rate of pay (Labor Code §§ 226.7, 510, 512, 558, 1194, and 1197); (3) failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802); (4) failure to timely pay wages during employment (Labor Code §§ 204, 210, and 558); (5) failure to timely pay wages upon termination, failure to pay waiting time penalties, and failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201, 202, 203, and 558); (6)

failure to furnish accurate itemized wage statements (Labor Code §§ 226, 558, and 1174); and (7) failure to maintain accurate records (Labor Code §§ 226, 1174, and 1174.5). The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The *res judicata* effect of the Judgment will be the same as that of this release. For purposes of clarification, the Released PAGA Claims shall not include the Excluded Claims.

34. "Released FLSA Claims" means all claims for failure to properly pay all minimum, regular, and/or overtime wages in violation of the FLSA, based on the facts and legal theories asserted on behalf of the Collective in the operative complaint in the Actions. The period of the Released FLSA Claims shall extend to the limits of the FLSA Period. Each Settlement Collective Member who cashes, deposits, or otherwise negotiates his or her Settlement Check shall be deemed to have opted in for purposes of the FLSA and as a result will release his or her claims against the Released Parties. Settlement Collective Members who do not cash or deposit their Settlement Checks shall not release their FLSA Claims, but if they are also Settlement Class Members and/or PAGA Employees, shall still release their Class Claims and PAGA Claims, respectively, regardless of whether they cash or deposit their Settlement Check. All Participating Settlement Class Members who are also Settlement Collective Members and who cash, deposit, or otherwise negotiate their Settlement Check shall be deemed to have opted-in to be a Participating Settlement Collective Member and to have released their FLSA Claims. The *res judicata* effect of the Judgment will be the same as that of this release. For purposes of clarification, the Released FLSA Claims shall not include the Excluded Claims. "Released Parties" means Defendants and each of their past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures.

35. "Request for Exclusion" means a timely letter submitted by a Settlement Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name, address, and telephone number of the Settlement Class Member requesting exclusion; (ii) be signed by the Settlement Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly

state that the Settlement Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

36. "Response Deadline" means the deadline by which Settlement Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or disputes to Workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday, or on a California or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

37. "Settlement Administration Costs" means the reasonable fees and expenses payable from the Gross Settlement Fund to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Settlement Class Member, tax reporting, distributing the LWDA Payment, Gross Settlement Fund and Class Counsel Award, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The Parties have agreed to allocate up to twenty-one thousand dollars ($21,000) to Settlement Administration Costs. The Settlement Administration Costs will be paid from the Gross Settlement Fund. In the event the allocated Settlement Administration Costs exceed the actual costs incurred by the Settlement Administrator, the difference shall be a part of the Net Settlement Amount and distributed to the Participating Settlement Class Members.

38. "Settlement Administrator" means Apex Class Action LLC, which the Parties have agreed to, subject to approval by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

39. "Settlement Check" means the aggregate total monetary amount from the Gross Settlement Fund to be paid by check to each of the Named Plaintiffs, Participating Settlement Class Members, Settlement Collective Members, and/or PAGA Employees by the Settlement Administrator pursuant to the terms of this Agreement. An abbreviated FLSA Release shall be included on the back of the Settlement Check for all Settlement Collective Members.

40. "Settlement Class Member(s)" or "Settlement Class" means all current and former non-exempt, overtime-eligible employees of Defendants in California employed at any time during the Class Period.

41. "Settlement Collective Member(s)" or "Settlement Collective" means all persons who worked for Defendants as non-exempt, overtime eligible employees in the United States employed at any time during the FLSA Period, who during that time: (1) were granted a Restricted Stock Unit ("RSU") award that vested after May 3, 2021, and recorded more than 40 hours in a week in at least one workweek between the date that RSU award was granted and the date that RSU award vested; or (2) received an incentive award pursuant to Gilead's Corporate Annual Incentive Plan after May 3, 2021, and recorded more than 40 hours in a week in at least one workweek during the relevant performance year for that incentive award.

42. "Workweek" or "Workweeks" means the number of weeks each Settlement Class Member, Settlement Collective Member, and/or PAGA Employee worked for Defendants as an hourly-paid or non-exempt employee within California during the Class Period, FLSA Period, and/or PAGA Period. Workweeks are to be calculated by the Settlement Administrator based on information provided by Defendants in the Class List. Workweeks will be calculated by identifying and crediting each week where the Class Member, Settlement Collective Member, and/or PAGA Employee worked at least one (1) shift during the calendar week (from Sunday through Saturday), during the Class Period, the FLSA Period, and/or the PAGA Period, respectively

III. TERMS OF AGREEMENT

Named Plaintiffs, on behalf of the Settlement Class, the Settlement Collective, the State of California, and the PAGA Employees, and Defendants, on behalf of themselves and the Released Parties, agree as follows:

43. Consolidation of Actions for Settlement Purposes Only. For purposes of this Settlement only, the Parties agreed to file a Consolidated Amended Complaint (the "Consolidated Amended Complaint") that includes all claims currently alleged in the Actions, which was filed and received by the Court on June 25, 2026. Because the Consolidated Amended Complaint shall include all claims

currently alleged in the Actions, all proceedings relating to the approval of the Settlement shall proceed before the California Superior Court for the County of Los Angeles in the *Pappoe* Action.

44. Preliminary Approval Motion. Class Counsel, on behalf of the Named Plaintiffs, agree to present the Settlement for Preliminary Approval to the Court, and the Parties consent to the Court's continued jurisdiction related to this Settlement. Class Counsel further agree to endeavor in good faith to file a Motion for Preliminary Approval on behalf of the Named Plaintiffs, including all executed and necessary exhibits, by the date on which the Court in the *Pappoe* Action ordered, which is, as of the date the Parties sign this Agreement, June 8, 2026. Class Counsel will share the draft Motion for Preliminary Approval with Defendants' Counsel at least seven (7) days before filing any such Motion with the Court and will work in good faith with Defendants' Counsel to resolve any concerns as to the Motion prior to filing.

45. Funding of the Gross Settlement Fund and Employer's Payroll Tax Payments. Defendants will make a one-time deposit of the Gross Settlement Fund of Eight Million Dollars ($8,000,000.00) plus the Employer's Share of Payroll Taxes into a Qualified Settlement Fund to be established by the Settlement Administrator in exchange for the promises set forth in this Agreement, including the Released Named Plaintiff Claims, Released Class Claims, Released FLSA Claims, and Released PAGA Claims. The Settlement Checks are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation. After the Effective Date, the Gross Settlement Fund will be used to pay: (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payments; (iii) the PAGA Settlement Amount; (iv) Settlement Administration Costs; (v) the Individual Settlement Payments; and (vi) the Individual Collective Payments, each as provided for in this Agreement. Defendants will deposit the Gross Settlement Fund and the Employer's Share of Payroll Taxes by the Funding Date.

46. Non-Reversionary Settlement. Participating Settlement Class Members, Settlement Collective Members, and/or the PAGA Employees are entitled to one hundred percent (100%) of the Net Settlement Amount, to be distributed as outlined in this Agreement. Defendants maintain no reversionary right to any portion of the Net Settlement Amount, including any increase in the Net

Settlement Amount resulting from a reduction in the Class Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and the Settlement Administration Costs. If there are any timely submitted opt outs or a reduction in the Class Representative Enhancement Payments, Class Counsel Award, the PAGA Settlement Amount, and/or the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the payments to be made to Participating Settlement Class Members, Settlement Collective Members, and PAGA Employees.

47. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for attorneys' fees of not more than one-third (1/3) of the Gross Settlement Fund, plus reasonable costs and expenses incurred, subject to proof by Class Counsel in the Preliminary Approval Motion. The Settlement Administrator (and not Defendants) shall issue an IRS Form 1099 to Class Counsel reflecting the Class Counsel Award. Defendants agree not to oppose Class Counsels' reasonable, collective request for a single award of attorneys' fees and costs in the amounts set forth in this Paragraph.

48. Class Representative Enhancement Payments. In exchange for the Released Named Plaintiff Claims, as defined herein, and in recognition of their service to the class, Named Plaintiffs shall apply to the Court for Class Representative Enhancement Payments in an amount not to exceed Twelve Thousand Dollars ($12,000.00) per Named Plaintiff. The Class Representative Enhancement Payments will be paid from the Gross Settlement Fund and will be in addition to any other amounts owed to the Named Plaintiffs as Participating Settlement Class Members, Settlement Collective Members, and/or PAGA Employees pursuant to the Agreement. The Settlement Administrator shall determine the tax treatment of the Class Representative Enhancement Payments and shall issue to each Named Plaintiff any necessary IRS and/or tax form reflecting their Class Representative Enhancement Payments. Defendants shall not issue any IRS and/or tax forms to the Named Plaintiffs for the Class Representative Enhancement Payments. Named Plaintiffs agree to assume responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, from their Class Representative Enhancement Payments. Defendants and the Released Parties are not responsible for any taxes, interest, penalties, or costs for which Named Plaintiffs may be responsible for paying any governmental entity in connection with their receipt of any settlement moneys.

49. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs it incurs for purposes of administering the Settlement and distributing payments from the Gross Settlement Fund. These costs, which will be paid from the Gross Settlement Fund, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing and collection of 1099 and W-2 IRS Forms, distributing Notice Packets, processing Requests for Exclusion, Notices of Objection, and workweek disputes, performing single skip trace on Notice Packets returned as undeliverable, calculating and distributing from the Gross Settlement Fund, all Individual Settlement Payments, PAGA Settlement Amount, Class Representative Enhancement Payments, and Class Counsel Award, and providing necessary reports and declarations, among other tasks set forth in this Agreement.

50. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of $600,000 from the Gross Settlement Fund will be designated for satisfaction of Named Plaintiffs' and PAGA Employees' PAGA claims. Pursuant to the PAGA, Seventy-Five Percent (75%), or $450,000, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or $150,000, will be distributed on a pro rata basis based on the number of Workweeks during the PAGA Period.

51. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members as provided in this Agreement. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

52. Individual Settlement Calculations. Individual Settlement Payments will be calculated and apportioned from Ninety Percent (90%) of the Net Settlement Amount to Settlement Class Members on a pro rata basis depending on the number of Workweeks during the Class Period. Settlement Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

53. Individual Collective Payment Calculations. Individual Collective Payments will be calculated and apportioned from Ten Percent (10%) of the Net Settlement Amount to Settlement Collective Members on a pro rata basis depending on the number of Workweeks during the FLSA Period. The Parties agreed to allocate Ninety Percent (90%) of the Net Settlement Amount to the California Settlement Class and Ten Percent (10%) to the nationwide FLSA Settlement Collective

based on their assessment of the relative estimated value, scope, and litigation risk of the released California and FLSA claims, including the broader categories of claims released by the Settlement Class, the geographic and temporal scope of each group, and the extent of overlap among group members, as the majority of Settlement Collective Members worked for Defendants in California, and therefore, will also receive payments as members of the California Settlement Class. Settlement Collective Members do not need to submit a claim to participate and receive their Individual Collective Payment.

54. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the Twenty Five Percent (25%) portion of the PAGA Settlement Amount allocated to PAGA Employees on a pro rata basis depending on the number of Workweeks during the PAGA Period. PAGA Employees do not need to submit a claim to participate in the PAGA portion of the Settlement and also may not opt out or object to the resolution of the PAGA claim.

55. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Settlement Class Members, Individual Collective Payments made to Settlement Collective Members, and/or Individual PAGA Payments made to PAGA Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members, Settlement Collective Members, and/or PAGA Employees may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members, Settlement Collective Members, and/or PAGA Employees may be entitled under any benefit plans. For the avoidance of doubt, no Settlement Class Member, Settlement Collective Member, and/or PAGA Employee shall be entitled to any additional right, contribution, or amount under any benefit plan as a result of this Agreement or payments made hereunder.

56. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

57. Notice to Labor and Workforce Development Agency. Within ten (10) calendar days of the entry of the Court's order granting Preliminary Approval, Class Counsel will notify the LWDA of that order consistent with this Agreement and Labor Code sections 2699(*l*)(2)-(3).

58. Preparation of the Class List. Within forty-five (45) calendar days of the entry of the Court's order granting Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. The Class List provided to the Settlement Administrator will remain confidential and will not be disclosed to anyone, including Class Counsel, except as required by applicable tax authorities, pursuant to the express written consent of Defendants, to enforce the terms of this Agreement, or by order of the Court. The Class List shall be used only for the purpose of administering this Settlement. Because of the sensitive nature of Class List, which will include social security numbers, addresses, and phone numbers, all information provided to the Settlement Administrator shall be protected as private and confidential and not used for purposes other than the administration of this Settlement. Nothing in this Paragraph is intended to restrict Class Counsel's access to information reasonably necessary to represent the Settlement Class or to discharge Class Counsel's fiduciary duties. Notwithstanding the foregoing, this Section may be amended by the Parties in a manner necessary to effectuate payment to Participating Settlement Class Members, Settlement Collective Members, and/or PAGA Employees. Within fifteen (15) calendar days after the Response Deadline, the Settlement Administrator will provide to counsel for Defendants and Class Counsel the number of Participating Settlement Class Members, Settlement Collective Members, and PAGA Employees, as well as the number of Settlement Class Members who filed a timely Request for Exclusion.

59. Notice by First-Class U.S. Mail and Email. Within fifteen (15) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet in English and Spanish to all Settlement Class Members and Settlement Collective Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. One (1) week after the Notice Packet is mailed, the Settlement Administrator shall distribute notice in English and Spanish by Email. The English and Spanish versions shall contain materially identical information.

60. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be re-sent promptly via regular First-Class U.S. Mail within three (3) business days of receipt to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such remailing on the Notice Packet. 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, and/or Social Security number of the Settlement Class Member and/or Settlement Collective Member involved, and will then perform a single re-mailing within three (3) business days of receipt. Settlement Class Members will have until the later of: (i) fifteen (15) calendar days from the date of the re-mailing; or (ii) the Response Deadline, to submit a Notice of Objection, Request for Exclusion, or Workweeks dispute.

61. Notice Packets. All Settlement Class Members and Settlement Collective Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement Agreement's principal terms; (iii) the Settlement Class and Settlement Collective definitions; (iv) the total number of Workweeks each respective Settlement Class Member worked for Defendants during the Class Period; (v) each Settlement Class Member's estimated Individual Settlement Payment and the formula for calculating the same; (vi) each Settlement Collective Member's Individual Collective Payment and the formula for calculating the same; (vii) each PAGA Employee's estimated Individual PAGA Payment and the formula for calculating the same; (viii) the dates which comprise the Class Period, FLSA Period, and the PAGA Period; (ix) instructions on how to submit Requests for Exclusion or Notices of Objection or Workweeks disputes; (x) the deadlines by which Settlement Class Members must postmark or fax Requests for Exclusion, Notices of Objection, and Workweeks disputes; (xi) the claims to be released; and (xii) the Settlement Administrator's contact information, including the website address where the electronic versions of the materials in the Notice Packet will be available. The Parties' proposed Notice Packet is attached hereto as **Exhibit A**.

62. Disputed Information in Notice Packets. Settlement Class Members and Settlement Collective Members will have an opportunity to dispute the individualized information provided in their Notice Packets. To the extent Settlement Class Members and Settlement Collective Members dispute their employment dates or the number of Workweeks on record, Settlement Class Members and Settlement Collective Members may produce evidence to the Settlement Administrator showing that such information is inaccurate by the Response Deadline. The Settlement Administrator will decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member or Settlement Collective Member and will make the final decision as to the merits of the dispute. All disputes will be decided by the Settlement Administrator within the later of fifteen (15) days of the Response Deadline, or fifteen (15) days of receiving a timely dispute following a re-mailing pursuant to the Paragraph herein entitled "Confirmation of Contact Information in the Class Lists."

63. Request for Exclusion Procedures. Any Settlement Class Member wishing to opt out of the Settlement Agreement must sign and fax or mail a written Request for Exclusion to the Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Pursuant to California law, PAGA Employees may not opt out of the Settlement. Settlement Collective Members may not opt of the Settlement, either, because they must opt in to the Settlement Collective by cashing their Settlement Checks. Any Settlement Class Member who timely submits a Request for Exclusion will still receive an Individual PAGA Payment representing their portion of the PAGA Settlement Amount, and, if applicable, an Individual Collective Payment representing their portion of the Collective Settlement Amount. All signatories and their counsel represent that they do not intend to encourage opt-outs, directly or indirectly, through any means. This provision shall not prohibit Class Counsel from making objective statements to Settlement Class Members who call Class Counsel with inquiries regarding the Settlement Agreement, or from otherwise discharging Class Counsels' ethical obligations.

64. Defective Submissions. If a Settlement Class Member's Request for Exclusion is defective as to the requirements listed herein, that Settlement Class Member will be given an

opportunity to cure the defect(s). The Settlement Administrator will mail the Settlement Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Settlement Class Member that his or her submission is defective and that the Settlement Class Member must cure the defect(s) to render the Request for Exclusion valid. The Settlement Class Member will have until the later of: (i) the Response Deadline; or (ii) fifteen (15) calendar days from the date of the cure letter to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

65. Cancellation of Settlement Agreement. Within fourteen (14) calendar days of the Response Deadline, as defined in the Court's Order granting Preliminary Approval of the Settlement, Defendants will have the option, in their sole discretion, to void the Agreement in its entirety if ten percent (10%) or more of all individuals eligible to become members of the Settlement Class submit timely and valid Requests for Exclusion or are otherwise deemed by the Court not to be bound by the Settlement. If Defendants exercise this option, they shall be responsible for all Settlement Administration Costs incurred to the date of cancellation. All signatories and their counsel represent that they do not intend to encourage opt-outs, directly or indirectly, through any means.

66. Releases.

a. *Release of Class Claims by Settlement Class Members*. The Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for the Released Class Claims, as fully described in the Paragraph herein entitled "Released Class Claims," arising during the Class Period.

b. *Release of PAGA Claims by PAGA Employees*. The Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Agreement will release any further

attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the PAGA Employees, who shall release their right to pursue any and all claims against the Released Parties for the Released PAGA Claims, as fully described in the Paragraph herein entitled "Released PAGA Claims," arising during the PAGA Period.

c. *Release of FLSA Claims by Settlement Class Members*. The Parties agree that upon the cashing, depositing, or otherwise negotiation of their Settlement Check, it is their intent that the terms set forth in this Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Collective Members, who shall release their right to pursue any and all claims against the Released Parties for the Released FLSA Claims, as fully described in the Paragraph herein entitled "Released FLSA Claims," arising during the FLSA Period. Settlement Collective Members who do not cash or deposit their Settlement Checks shall not release their FLSA Claims, but shall still release their Released Class Claims and Released PAGA Claims, as applicable.

d. *Release of Claims by Named Plaintiffs*. Upon the Effective Date, approval of a Class Representative Enhancement Payment, and Defendants' full funding of the Gross Settlement Fund, in addition to the claims being released by virtue of their status as Participating Settlement Class Members, PAGA Employees, and/or Participating Settlement Collective Members, the Named Plaintiffs shall also release their right to pursue any and all claims against the Released Parties for the Released Named Plaintiff Claims, as fully described in the Paragraph herein entitled "Released Named Plaintiff Claims," arising as of the date the Named Plaintiffs sign this Agreement.

67. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Settlement Class Member who does not affirmatively opt out of the Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, as well as any Judgment that may be entered by the Court if it grants Final Approval to the Settlement. The Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Released Class Claims, Released FLSA Claims, Released PAGA Claims, and/or Released Named Plaintiff Claims currently pending or raised in the future. Notwithstanding the foregoing, this Agreement, if approved, precludes further PAGA claims irrespective of whether a Request for Exclusion is submitted. As a result, all PAGA Employees—regardless of whether they submit a Request for Exclusion—shall receive a Settlement Check for their share of the PAGA Settlement Amount, and they will be bound by a release of the PAGA claims as outlined in the section entitled "Release of PAGA Claims by PAGA Employees" in this Agreement even if they do not cash said Settlement Checks. Settlement Collective Members who cash their Settlement Checks will be bound by this Agreement and all of its terms, including those pertaining to the Released FLSA Claims, as well as any Judgment that may be entered by the Court if its grants Final Approval of the Settlement.

68. Notice of Objection Procedures. To object to the Agreement, a Settlement Class Member must mail or fax a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. The postmark or fax-stamp date will be deemed the exclusive means for determining that the Notice of Objection is timely. The Settlement Administrator will notify any person from whom it receives a Notice of Objection that is not timely and/or valid if, in fact, such Notice of Objection is not timely and/or valid. Any disputes regarding the timeliness, validity or effectiveness of a Notice of Objection shall be decided by the Settlement Administrator consistent with the terms of this Agreement, and with the Parties' input, if appropriate. Settlement Class Members who fail to object in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. All Settlement Class Members, regardless if they submitted valid written objections or comply with the foregoing procedures, may appear at the Final

Approval Hearing to heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Settlement Class Members with respect to any such objections to this Settlement.

69. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that identifies the number of Settlement Class Members who have submitted valid Requests for Exclusion, or objected to the Settlement, and whether any Settlement Class Member has submitted a challenge to any information contained in his or her Notice Packet. Additionally, the Settlement Administrator will provide counsel for both Parties with any updated reports regarding the administration of the Settlement Agreement as needed or requested, as consistent with the terms of the Settlement Agreement.

70. Tax Forms. Within fifteen (15) calendar days of the Effective Date, Named Plaintiffs and Class Counsel will provide to the Settlement Administrator any tax forms necessary for the Settlement Administrator to effectuate payments due under this Agreement for Named Plaintiffs and Class Counsel, including without limitation, any IRS Forms W-4 and/or IRS Forms W-9.

71. Distribution Timing of Individual Settlement Payments. The Settlement Administrator will distribute the funds in the Gross Settlement Fund within the time period set forth with respect to each category of payment.

a. *Class Counsel Award, Class Representative Enhancement Payments, and Settlement Administration Costs*: Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue the Class Counsel Award, the Class Representative Enhancement Payments, and the Settlement Administration Costs in the amounts approved by the Court.

b. *PAGA Settlement Amount, Individual Settlement Payment, Individual Collective Payment, and Individual PAGA Payments*: Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue the LWDA Payment to the LWDA, the Individual Settlement Payments to the Participating Settlement Class Members, the Individual Collective Payments to the Settlement

Collective Members, and the Individual PAGA Payments to the PAGA Employees.

72. Check Cashing Reminder. Sixty (60) and ninety (90) days after the Settlement Checks are mailed, the Settlement Administrator shall send a reminder postcard, e-mail, and text message to all individuals who have not yet cashed their check reminding them of the cashing deadline (Ex. XX).

73. Uncashed Settlement Checks. Settlement Checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance will be void ("Uncashed Checks"). Funds from the Uncashed Checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 *et seq*., for the benefit of those Named Plaintiffs, Participating Settlement Class Members, Settlement Collective Members, and PAGA Employees who did not cash their Settlement Checks until such time they claim their property. Named Plaintiffs, Participating Settlement Class Members, and PAGA Employees who do not cash their Settlement Checks shall still release any and all Released Named Plaintiff Claims, Released Class Claims, and/or Released PAGA Claims as provided in this Agreement. Settlement Collective Members who obtain the value of their Settlement Check from the Controller of the State of California will be deemed to have released their Released FLSA Claims in accordance with this Agreement. The Parties agree that the disposition of the Uncashed Checks provided for herein results in no "unpaid residue" under California Civil Procedure Code section 384.

74. Certification of Completion. Upon completion of the administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

75. Treatment of Settlement Payments. For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported on IRS Form 1099. Individual Settlement Payments and Individual Collective Payments will be allocated as follows: (i) Fifty Percent (50%) to settlement of wage claims and (ii) Fifty Percent (50%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. Participating Settlement Class Members, Participating Settlement

Collective Members, and/or PAGA Employees shall be responsible for remitting to state and/or federal taxing authorities such other taxes as may be due. Neither this Agreement, nor any of its attachments, should be interpreted to contain or constitute representations or advice regarding any U.S. federal or state tax issue. Settlement Class Members, Settlement Collective Members, and PAGA Employees are hereby specifically informed that neither Defendants nor Class Counsel make any representations regarding the tax implications of any amounts paid under this Agreement, and that if they have any questions regarding those implications, they should consult a tax expert.

76. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, Participating Settlement Class Members, Participating Settlement Collective Members, PAGA Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for determining the tax treatment of the Class Representative Enhancement Payments, and for forwarding all Participating Settlement Class Member, Settlement Collective Member, and PAGA Employee payroll taxes and penalties to the appropriate government authorities. All Named Plaintiffs, Participating Settlement Class Members, Settlement Collective Members, and PAGA Employees shall be solely and exclusively responsible for remitting to state and/or federal taxing authorities any applicable other taxes due, and agree that Defendants, the Released Parties, and Class Counsel are not responsible for any taxes, penalties, interest, liabilities, costs, and expenses caused or claimed by any such taxing authority relating in any way to the tax treatment of payments made to them pursuant to this stipulation or failure to timely or properly pay any taxes owed on their respective Settlement Checks.

77. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder. Likewise, Class Counsel do not provide any tax advice and make no representations regarding tax treatment or consequences. Named Plaintiffs, both in their individual capacities and as representatives on behalf of Settlement Class Members, Settlement Collective Members, and PAGA Employees, are not relying on any statement, representation, or calculation by Defendants, other Released Parties, the Settlement Administrator, or Class Counsel, in this regard.

78. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party," and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (A) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (B) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

79. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

80. Nullification of Settlement Agreement. In the event that: (i) the Court does not order Final Approval of the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Agreement, except as expressly agreed upon in writing by the Parties, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning. To the extent Final Approval of this Settlement is denied for any non-material reason, the Parties agree to cooperate in curing any non-material deficiencies to obtain Final Approval of the Settlement.

81. Termination of Settlement Agreement. Named Plaintiffs (by unanimous agreement) and Defendants will each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within ten (10) business days of any of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to address any issues the Court raises in connection with issuing Preliminary and/or Final Approval of the Settlement:

a. the Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Agreement and the Parties are not permitted to remedy any deficiencies the Court identifies;

b. an appellate court reverses the Final Approval Order, and the Agreement is not reinstated without material change by the Court on remand; or

c. any court incorporates terms into, or deletes or strikes terms from, or modifies, amends, or changes the Preliminary Approval Order, the Final Approval Order, or the Agreement in a way that Named Plaintiffs or Defendants reasonably consider material, unless the modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court's approval of Attorneys' Fees and Costs, Class Counsel Awards, and Class Representative Enhancement Payments, or their amounts, is not a condition of the Agreement.

82. Reversion *Nunc Pro Tunc*. If this Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur: (a) all Orders certifying the Settlement Class for purposes of effecting this Settlement, and all preliminary and/or final findings regarding the Settlement Class, shall be void *ab initio* and automatically vacated upon notice to the Court, (b) the Actions shall proceed as though the Settlement Class had never been certified pursuant to this Agreement and such findings had never been made, and (c) the Actions shall revert *nunc pro tunc* to the procedural status quo as of the date and time immediately before the execution of the Agreement, in accordance with this Agreement. The Parties further agree that, by assenting to the filing of a Consolidated Amended Complaint for purposes of this Settlement only in the *Pappoe* Action, Defendants have no obligation

to file an Answer or other response, and that Defendants do not admit any facts or waive any defenses to the allegations and claims therein, nor shall it be deemed as a consent to proceed to litigate any allegations as pled in the Consolidated Amended Complaint should the Settlement not receive Final Approval. In the event this Settlement does not receive Final Approval, the Consolidated Amended Complaint shall have no force or effect, and the prior operative complaints in each of the separate Actions shall control.

83. *Myers* Action Tolling. The tolling agreement in the *Myers* Action, executed on April 15, 2025, shall remain in effect until either: (i) the Court in the *Pappoe* Action issues an order granting Final Approval of the Settlement and the time to appeal such an order has expired or any appeals are finally resolved, or (ii) in the event the Court in the *Pappoe* Action issues an order denying Final Approval of the Settlement or Defendants exercise their rights related to voiding or recession of the Settlement in accordance with the terms of the Agreement, the date on which the FLSA notice is sent pursuant to the court's March 20, 2025 Order in the *Myers* Action.

84. Preliminary Approval Hearing. The Parties intend and agree by this Agreement that Named Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement and the entry of an Order: (i) conditionally certifying the Settlement Class and certifying the Settlement Collective for settlement purposes only, as specified herein; (ii) granting preliminary approval to the proposed Agreement; (iii) setting a deadline for Class Counsel to file an application for attorneys' fees and costs and an application for Class Representative Enhancement Payments for Named Plaintiffs; and (iv) setting a date for a Final Approval Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Settlement Class Members, Settlement Collective Members and/or PAGA Employees as specified herein. In conjunction with the Preliminary Approval hearing, Class Counsel will submit this Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, which will include the proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible for drafting and filing all documents necessary to obtain preliminary approval. Class Counsel will share the draft Motion for Preliminary Approval with Defendants' Counsel at least seven (7) days before filing any such Motion with the Court and will work in good faith with Defendants' Counsel to resolve any

concerns as to the Motion prior to filing. The Parties shall cooperate in good faith to meet and confer and resolve any differences regarding the Motion and supporting documents.

85. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or Notices of Objection and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the PAGA Settlement Amount; (iii) the Individual Collective Payments; (iv) the Class Representative Enhancement Payments; (v) the Class Counsel Award; and (vi) all Settlement Administration Costs. Class Counsel will be responsible for drafting and filing all documents necessary to obtain Final Approval, including the application for the Class Counsel Award and Class Representative Enhancement Payments. Class Counsel will share the draft Motion for Final Approval with Defendants' Counsel at least seven (7) days before filing any such Motion with the Court and will work in good faith with Defendants' Counsel to resolve any concerns as to the Motion prior to filing. The Parties shall cooperate in good faith to meet and confer and resolve any differences regarding the Motion and supporting documents.

86. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court and/or after the Final Approval Hearing, except as otherwise ordered by the Court, the Parties will present a proposed form of Judgment to the Court for its approval, which Class Counsel shall submit to the Court: (i) approving the Agreement, adjudging the terms thereof to be fair, reasonable, adequate, and directing consummation of its terms and provisions; (ii) approving Class Counsel's application for an award of attorney's fees and reasonable costs from the Gross Settlement Amount; (iii) approving the Class Representative Enhancement Payments from the Gross Settlement Amount; (iv) approving the PAGA Settlement Amount from the Gross Settlement Amount; (v) approving the Settlement Administrator's fees from the Gross Settlement Amount; (vi) barring all Participating Class Members, Participating Settlement Collective Members, and PAGA Employees from prosecuting against the Released Parties, or any of them, any of the Released Class Claims, Released FLSA Claims, or Released PAGA Claims; and (vii) barring the Named Plaintiffs from prosecuting against the Released Parties, or any of them, any of the Released Named Plaintiff Claims. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the

interpretation and enforcement of the terms of the Agreement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement. Within five (5) calendar days of this Agreement receiving Final Approval, Plaintiffs Myers and Yapo shall request dismissal of the *Myers* Action in its entirety with prejudice.

87. Older Workers' Benefit Protection Act Waiver by Plaintiff Fatoumata Barry Yapo.

a. As set forth in the Paragraph herein entitled "Released Named Plaintiff Claims," by signing this Agreement, Plaintiff Fatoumata Barry Yapo specifically intends to release any claims that she may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990. Plaintiff Fatoumata Barry Yapo does not release any claims for common law wrongful termination based on age.

b. Plaintiff Fatoumata Barry Yapo is advised to consult with her counsel before signing this Agreement because she is permanently giving up significant legal rights. Plaintiff Fatoumata Barry Yapo acknowledges that she has been so advised.

c. Plaintiff Fatoumata Barry Yapo acknowledges that she has been given at least twenty-one (21) calendar days to execute and return this Agreement and has been advised that, after she executes this Agreement, she has seven (7) calendar days to reconsider and revoke her acceptance of this Agreement, recognizing that she will not be provided anything under this Agreement until at least that seven (7)-day revocation period has expired. Her general release will then become effective on the eighth (8th) calendar day after it is signed, provided that Plaintiff Fatoumata Barry Yapo does not revoke it.

d. In order to effectively revoke this general release, the Parties agree that Plaintiff Fatoumata Barry Yapo must provide written notice of such revocation within seven (7) calendar days after they execute this Agreement to counsel for Defendants, Megan Cooney, via email to mcooney@gibsondunn.com.

88. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Agreement.

89. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms and, should this Agreement receive Final Approval, its terms will supersede all prior written or oral agreements between the Parties.

90. Amendment or Modification. No amendment, change, or modification to this Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

91. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The individual signing on behalf of Defendants represents and warrants that he or she is authorized to execute this Agreement on behalf of Defendants, to bind Defendants by its terms, and to act with respect to such subsequent cooperation or follow-up as may be reasonably necessary as set out herein. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

92. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

93. California Law Governs. All terms of this Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

94. Execution and Counterparts. This Agreement is subject to the execution of all Parties. The Agreement 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.

95. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. 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.

96. Invalidity of Any Provision. Before declaring any provision of this Agreement 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 Agreement valid and enforceable.

97. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any award of attorneys' fees, costs, and expenses as provided herein, Named Plaintiffs and Defendants hereby waive their right to appeal or seek other judicial review of any order that is materially consistent with the terms of this Agreement.

98. Class Certification for Settlement Purposes Only. The Parties stipulate to certification of the Settlement Class under California Code of Civil Procedure section 382 *et seq*. for purposes of implementing the Settlement only, which is in no way an admission by Defendants that class certification is proper, appropriate, or warranted in the Actions. The Agreement will not be admissible in any proceeding as evidence that: (i) a class or collective should be certified as Named Plaintiffs have proposed for any claims, including but not limited to any currently non-certified claims; (ii) any of the Actions should proceed on a representative basis pursuant to PAGA; or (iii) Defendants are liable to Named Plaintiffs or any other individuals they claim to represent in any of the Actions in connection with any claims that were or could have been asserted in any of the Actions. Should the Court decline to preliminarily or finally approve the Settlement, then this Settlement, and any class certified pursuant thereto, are all void *ab initio*. Defendants expressly reserve the right to oppose class certification of any purported class should the Settlement fail to become final and effective pursuant to this Agreement.

99. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they violated any

federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

100. Media Restrictions. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Agreement. Unless required by applicable law, neither the Named Plaintiffs nor Class Counsel shall publicize the terms of this Agreement in any medium, or initiate or issue any press release or have any communications to the press or media concerning the Actions, the Settlement of the Actions, and/or this Agreement, except as posted by the Settlement Administrator as ordered by the Court. Class Counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communication. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for Preliminary Approval has been filed and only by confirming the terms of the Agreement. Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating confidentially with Settlement Class Members as necessary to fulfill their obligations as Class Counsel.

101. Waiver. No waiver of any condition or covenant contained in this Agreement 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.

102. Enforcement Actions. 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.

103. Disputes Regarding Settlement Agreement. In the event that there are any disputes arising out of or relating to this Agreement, any such dispute will be submitted to Judge Suzanne H. Segal (Ret.), or another mutually agreeable mediator, for mediation.

104. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another 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 Agreement.

105. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the advice of counsel. Further, Named Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

106. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

107. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

108. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, with retention of jurisdiction by the Court as provided therein, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

[*SIGNATURE PAGE FOLLOWS*]

HERMAN PAPPOE

22/10/2026

Herman Pappoe (Oct 22, 2026 04:55:23 PDT)

DATED

Herman Pappoe
Plaintiff and Class Representative

JESSE PEREZ

DATED

Jesse Perez
Plaintiff and Class Representative

AMELIA MYERS

DATED

Amelia Myers
Plaintiff and Class Representative

FATOUMATA BARRY YAPO

DATED

Fatoumata Barry Yapo
Plaintiff and Class Representative

DEFENDANTS

DATED

By: [•]
For: Gilead Sciences, Inc.
Kite Pharma, Inc. ("Kite")

HERMAN PAPPOE

DATED

Herman Pappoe
Plaintiff and Class Representative

JESSE PEREZ

20/10/2026

Jesse Perez (Oct 20, 2026 11:59:58 PDT)

DATED

Jesse Perez
Plaintiff and Class Representative

AMELIA MYERS

DATED

Amelia Myers
Plaintiff and Class Representative

FATOUMATA BARRY YAPO

DATED

Fatoumata Barry Yapo
Plaintiff and Class Representative

DEFENDANTS

DATED

By: [•]
For: Gilead Sciences, Inc.
Kite Pharma, Inc. ("Kite")

HERMAN PAPPOE

DATED

Herman Pappoe
Plaintiff and Class Representative

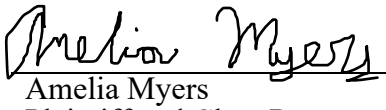
JESSE PEREZ

DATED

Jesse Perez
Plaintiff and Class Representative

AMELIA MYERS

10/26/2026
DATED



Amelia Myers
Plaintiff and Class Representative

FATOUMATA BARRY YAPO

11/03/2026
DATED



Fatoumata Barry Yapo
Plaintiff and Class Representative

DEFENDANTS

DATED

By: [•]
For: Gilead Sciences, Inc.
Kite Pharma, Inc. ("Kite")

Docusign Envelope ID: 1C42F38F-3F5A-8828-83DC-EBBFF16D2C69

HERMAN PAPPOE

22/10/2026
DATED

Herman Pappoe (Oct 22, 2026 04:55:23 PDT)
Herman Pappoe
Plaintiff and Class Representative

JESSE PEREZ

DATED

Jesse Perez
Plaintiff and Class Representative

AMELIA MYERS

DATED

Amelia Myers
Plaintiff and Class Representative

FATOUMATA BARRY YAPO

DATED

Fatoumata Barry Yapo
Plaintiff and Class Representative

DEFENDANTS

November 4, 2026 | 12:01:50 PST
DATED

DocuSigned by:
Keeley Cain Wettan
B25FC7E8BB354F9...
By:Keeley Cain Wettan
Gilead Sciences, Inc
Kite Pharma, Inc. ("Kite")

Docusign Envelope ID: 1C42F38F-3F5A-8828-83DC-EBBFF16D2C69

Approval as to Form and Content by Counsel and Not as a Party to this Agreement:

THE BLANCHARD LAW GROUP, APC

10/26/2026
DATED

Lonnie C. Blanchard
Lonnie C. Blanchard, III
Attorneys for Plaintiff Pappoe and Jesse Perez

HOLMES LAW GROUP, APC

10/26/26
DATED

Jeff Holmes
Attorneys for Plaintiff Pappoe and Jesse Perez

OUTTEN & GOLDEN LLP

DATED

Justin M. Swartz
Attorneys for Plaintiffs Yapo and Myers

GIBSON, DUNN & CRUTCHER LLP

November 4, 2026
DATED

Megan M. Cooney
Attorneys for Defendants

Approval as to Form and Content by Counsel and Not as a Party to this Agreement:

THE BLANCHARD LAW GROUP, APC

DATED

Lonnie C. Blanchard, III
Attorneys for Plaintiff Pappoe and Jesse Perez

HOLMES LAW GROUP, APC

DATED

Jeff Holmes
Attorneys for Plaintiff Pappoe and Jesse Perez

OUTTEN & GOLDEN LLP

10/26/2026

DATED

Justin M. Swartz
Attorneys for Plaintiffs Yapo and Myers

GIBSON, DUNN & CRUTCHER LLP

DATED

Megan M. Cooney
Attorneys for Defendants

EXHIBIT A
COURT-APPROVED NOTICE OF SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Pappoe et al. v. Kite Pharma, Inc. et al. (L.A. Cnty. Super. Ct. Case No. 24STCV02259)

The Superior Court of California for the County of Los Angeles has authorized this Notice. Read it carefully! This is not junk mail, spam, attorney advertising, or solicitation. You are not being sued.

You may be eligible to participate in a class, collective, and representative action settlement reached between Gilead Sciences, Inc. ("Gilead") and Kite Pharma, Inc. ("Kite") (together, the "Defendants") and certain current and former employees of Defendants (the "Settlement"). The lead case is titled *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259) (the "*Pappoe* Action"), and the Settlement will resolve claims that were or could have been alleged in *Myers et al. v. Gilead Sciences, Inc. et al.* (N.D. Cal. Case No. 3:24-cv-02668-AMO) (the "*Myers* Action") (together with the "*Pappoe* Action," the "Actions").

The Actions sought recovery for alleged:

- (1) violations of the California Labor Code, on behalf of current and former non-exempt, hourly employees who worked for Defendants in California at any time between January 29, 2020, and June 8, 2026 (the "Class Period") (altogether, the "Settlement Class" or "Class Members");
- (2) violations of the federal Fair Labor Standards Act ("FLSA"), on behalf of all persons who worked for Defendants as non-exempt, overtime eligible employees in the United States employed at any time between May 3, 2021 and June 8, 2026 (the "FLSA Period"), who during that time: (i) were granted a Restricted Stock Unit ("RSU") award that vested after May 3, 2021, and recorded more than 40 hours in a week in at least one workweek between the date that RSU award was granted and the date that RSU award vested; or (ii) received an incentive award pursuant to Gilead's Corporate Annual Incentive Plan after May 3, 2021, and recorded more than 40 hours in a week in at least one workweek during the relevant performance year for that incentive award (altogether, the "Settlement Collective" or "Collective Members"); and
- (3) violations of the California Private Attorneys General Act ("PAGA"), on behalf of all non-exempt, hourly employees who worked for Defendants in California at any time between January 26, 2023 and June 8, 2026 (the "PAGA Period") (altogether, the "PAGA Employees").

Defendants strongly deny any fault, wrongdoing, or liability. If the Parties had not reached a Settlement, Defendants would have continued to vigorously defend against Plaintiffs' claims, including seeking a denial of class certification and a full defense verdict at trial. Defendants agreed to this Settlement to avoid the risk, burden, and expense of further litigation.

Based on Defendants' records, **your Settlement Check is estimated to total $_____. Your Settlement Check includes an estimated $____ as your Individual Settlement Payment, an**

estimated $_____ as your Individual Collective Payment, if applicable, and an estimated $____ as your Individual PAGA Payment, if applicable.

The actual amounts you receive may differ depending on several factors, including without limitation to account for applicable tax deductions and withholdings. If no amount is stated for your Individual Settlement Payment, Individual PAGA Payment, and/or Individual Collective Payment, then according to Defendants' records you are not eligible to receive such distributions under the terms of the Settlement.

The above estimates are based on Defendants' records, which reflect that:

- **you worked [•] workweeks in California during the Class Period**.
- **you worked [•] workweeks in California during the PAGA Period**.
- **you worked [•] workweeks in the FLSA Period**.

If you believe that the above information is not accurate, you can submit a dispute 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 of the Settlement. Your legal rights are affected whether or not you act. **Please 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 Plaintiffs and their attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Participating Settlement Class Members, Participating Collective Members, and PAGA Employees to give up their rights to assert certain claims against Defendants.

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

Do Nothing and Receive a Check	If you do nothing, you will be a Participating Settlement Class Member eligible for an Individual Settlement Payment. You may also be an Individual Collective Member and PAGA Employee eligible for an Individual Collective Payment (if applicable) and/or Individual PAGA Payment (if applicable), respectively. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement. You will only give up your right to assert the FLSA claims against Defendants that are covered by this Settlement if you cash, deposit, or otherwise negotiate your settlement check.

Opt-Out of Class Settlement by [DATE]	If you do not want to fully participate in the Settlement, you can opt out of the Class Settlement (defined below) by sending the Settlement Administrator a timely written Request for Exclusion. Once excluded, you will not be eligible for an Individual Settlement Payment for any Released Class Claims described in the Settlement. You also will not be permitted to object to any portion of the proposed Settlement. *See* Section 6 of this Notice. You cannot opt out of the PAGA or Collective portion of the proposed Settlement (defined below). All PAGA Employees will receive an Individual PAGA Payment on a prorated basis, and the PAGA Employees must give us their rights to pursue Released PAGA Claims (defined below). If you do not want to release your FLSA claims against Defendants, you should not cash, deposit, or otherwise negotiate your settlement check.
Object to Class Settlement by [DATE]	All Settlement Class Members who do not opt out (the "Participating Settlement Class Members") can object to the Settlement. *See* Section 7 of this Notice. If you opt-out of the Class Settlement, you may not object. Even if you do not opt-out of the Class Settlement, you may not object to the PAGA Settlement.
Dispute the Calculation of Your Workweeks by [DATE]	The amount of your Individual Settlement Payment, Individual Collective Payment (if applicable), and Individual PAGA Payment (if applicable) depends on your work location and/or how many workweeks you worked during the Class Period, the FLSA Period, and the PAGA Period, respectively. The second page of this Notice states the number of Workweeks that Defendants' records show that you worked. If you have any objection to the number of Workweeks stated, you must make a dispute by contacting the Settlement Administrator. *See* Section 4 of this Notice.
You Can Participate in the Final Approval Hearing on [DATE]	The Court's Final Approval Hearing is scheduled to take place on [DATE], at [TIME]. You are not required to attend, but you have the right to appear if you choose. *See* Section 8 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendants. This Settlement encompasses the two lawsuits stated above, which are referred to in this Notice as the "Actions." As further detailed in the operative complaints in the Actions, the Plaintiffs claimed that Defendants failed to pay for all hours worked by employees (including overtime), failed to pay overtime at the correctly calculated

legal rate, failed to timely pay all wages due, including upon termination, failed to reimburse necessary and reasonable business expenses, failed to provide meal periods or pay the legal premiums for noncompliant meal periods, failed to provide rest breaks or pay the legal premiums for noncompliant rest breaks, failed to keep accurate records of hours worked, and failed to provide accurate itemized wage statements. Plaintiffs also asserted claims under the FLSA, a claim for PAGA penalties, and an Unfair Competition Law ("UCL") claim based on their allegations.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits. Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an end to the cases by agreement (i.e., settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (the "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement 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.

Plaintiffs and Class Counsel strongly believe the Settlement is in the best interests of the Settlement Class, Settlement Collective, and PAGA Employees because Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation. The Court has preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

Defendants Will Pay a Gross Settlement Fund of $8,000,000.00 (the "Gross Settlement Fund"). Assuming the Court grants Final Approval, Defendants have agreed to deposit the Gross Settlement Fund into an account controlled by the Settlement Administrator. The Settlement Administrator will then use the Gross Settlement Fund to pay the Individual Settlement Payments; the Individual Collective Payments; the PAGA Settlement Amount, including portions allocated to the California Labor Workforce Development Agency ("LWDA") and PAGA Employees; Class Representative Enhancement Awards; Class Counsel's attorney's fees and costs; and the Settlement Administrator's expenses for administration of the Settlement.

Court-Approved Deductions from Gross Settlement Fund. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Fund, the amounts of which will be decided by the Court at the Final Approval Hearing. Participating Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

- Up to $2,666,666.67, which is one-third (1/3) of the Gross Settlement Fund, to Class Counsel for attorneys' fees. To date, Class Counsel have worked and incurred expenses on the Actions without payment.

- Up to $80,000.00 for Class Counsel's reasonable costs and expenses, which were incurred in prosecuting the Actions and obtaining the Settlement. This is an estimated not-to-exceed amount. A final accurate amount will be determined at the final fairness hearing.

- Up to $12,000.00 for each Named Plaintiff as Class Representative Enhancement Payment for their efforts in preparing and filing the Actions, working with Class Counsel, and representing the Class Members, Collective Members, and PAGA Employees. A Class Representative Enhancement Payment will be the only monies the Named Plaintiffs will receive, other than their Individual Settlement Payment, Individual Collective Payment (if applicable), and/or Individual PAGA Payment (if applicable).

- Up to $21,710.00 to the Settlement Administrator for costs of administering the Settlement.

- $600,000 will be allocated to the PAGA Settlement. 75% of the PAGA Settlement will be distributed to the LWDA. The remaining 25% will be distributed to the PAGA Employees as their individual share of the PAGA Settlement prorated based on their number of workweeks worked during the PAGA Period.

Net Settlement. After making the above deductions in the amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Fund (the "Net Settlement") via checks ("Settlement Checks") to Participating Settlement Class Members, Settlement Collective Members (if applicable), and PAGA Employees (if applicable).

Taxes. Plaintiffs and Defendants will ask the Court to approve an allocation of 50% of each Individual Settlement Payment and/or Individual Collective Payment to taxable wages (the "Wage Portion") and 50% to interest, penalties, and other non-wages ("Non-Wage Portion"). The Wage Portion is subject to tax withholding, and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. All PAGA Settlement payments to individual PAGA Employees will be counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments and Individual Collective Payments on IRS 1099 Forms. Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any tax advice, including, for example, 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.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments, Individual Collective Payment (if applicable), and/or Individual PAGA Payments (if applicable) will show the date when the check expires (the void date). The Parties have agreed that the void date will be 180 days from the date the check is issued. If you don't cash your check by

the void date, your check will be automatically cancelled and the money will go to the California Controller's Unclaimed Property Fund.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Settlement Class Member, participating fully in the Settlement and related releases, unless you notify the Administrator in writing via mail or fax, no later than [DATE], of your decision to opt out. The Request for Exclusion should be from the Settlement Class Member and should state their name, present address, telephone number, and a simple statement that they wish to be excluded from the Settlement. Settlement Class Members who do not participate in the Settlement will not receive an Individual Settlement Payment for any Released Class Claims, and with the exception of the Released PAGA Claims, will preserve their rights to personally pursue claims against Defendants that are not covered by the Settlement. You cannot exclude yourself from the PAGA Settlement. Settlement Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments, if applicable, and will still legally give up their right to assert PAGA claims against Defendants based on the facts alleged in the Action. Settlement Collective Members who qualify as Settlement Class Members and who exclude themselves from the Class Settlement remain eligible for Individual Collective Payments and will legally give up their right to assert FLSA claims against Defendants based on the facts alleged in the Action if they cash, deposit, or otherwise negotiate their Settlement Check.

If the Court Denies Final Approval, the Proposed Settlement Will Be Void. 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. The Parties have agreed that if either of these occur, the Settlement will be void, meaning Defendants will not pay any money to Settlement Class Members, and Settlement Class Members will not release any claims against Defendants.

Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC, as the Settlement Administrator. The Settlement Administrator will send the Class Notice, calculate and make payments, process Settlement Class Members' Requests for Exclusion and/or Objections, and perform all other tasks necessary to administering this Settlement. The Settlement Administrator is authorized to decide Settlement Class Member, Settlement Collective Member, and PAGA Employee disputes over Workweeks. The Settlement Administrator is also authorized to mail and re-mail Settlement Checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

Released Class Claims. After the Judgment is final and Defendants have fully funded the Gross Settlement Fund and separately paid all employer payroll taxes, Participating Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims based on the facts as alleged in the Action and resolved by this Settlement. Specifically, the Participating Settlement Class Members will be bound by the following release:

> The Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent that the terms set forth in the Agreement will release any

further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for the Released Class Claims . . . arising during the Class Period.

"Released Class Claims" means all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint in the Actions, or which relate to the primary rights asserted in the operative complaint in the Actions, including without limitation claims for: (a) all claims for wage statement violations (Labor Code §§ 226, 1174); (b) all claims for unpaid wages (Labor Code §§ 1194, 1197, 1197.1); (c) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198); (d) failure to provide meal and rest periods and meal and rest period premium pay at the regular rate of pay (Labor Code §§ 226.7, 510, 512, 558, 1194, 1197); (e) all claims for failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802); (f) all claims for the failure to timely pay wages during employment (Labor Code §§ 204, 210); (g) all claims for the failure to timely pay wages upon termination, failure to pay waiting time penalties, and failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201, 202, 203); (h) all claims asserted through California Business & Professions Code §§ 17200 et seq. arising out of the aforementioned claims; and (i) all related claims arising under the IWC Wage Orders and/or California law. The period of the Released Class Claims shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of this release. For purposes of clarification, the Released Class Claims shall not include any claims that cannot legally be released by operation of law, including, for example, rights: (i) under the Consolidated Omnibus Budget Reconciliation Act of 1985; (ii) to workers compensation and/or unemployment insurance (the application for which shall not be contested by Defendants); (iii) to accrued, vested benefits under any employee benefit, stock, savings, insurance, or pension plan of Defendants; (iv) to benefits under any other employee plan in which Participating Settlement Class Members, Settlement Collective Members, and/or PAGA Employees are a participant prior to the Class Period, FLSA Period, and/or PAGA Period, respectively, including life and disability benefit plans (and nothing in this Agreement is intended to be a source of off-settable income under any disability plans) (all of the foregoing, the "Excluded Claims").

Employees are a participant prior to the Class Period, FLSA Period, and/or PAGA Period, respectively, including life and disability benefit plans (and nothing in this Agreement is intended to be a source of off-settable income under any disability plans).

FLSA Release. Each Settlement Collective Member who cashes, deposits, or otherwise negotiates his or her Settlement Check will be deemed to have opted in for purposes of the FLSA, and as a result will release his or her claims against the Released Parties. Settlement Collective Members who do not cash or deposit their settlement checks shall not release their FLSA claims but shall still release their Class Claims, if the Settlement Class Member did not opt out, and PAGA Claims, as applicable. Specifically, Participating Settlement Collective Members will be bound by the following release with respect to FLSA claims:

The Parties agree that upon the cashing, depositing, or otherwise negotiation of their Settlement Check, it is their intent that the terms set forth in the Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Collective Members, who shall release their right to pursue any and all claims against the Released Parties for the Released FLSA Claims . . . arising during the FLSA Period. Settlement Collective Members who do not cash or deposit their Settlement Checks shall not release their FLSA Claims, but shall still release their Released Class Claims and Released PAGA Claims, as applicable.

"Released FLSA Claims" means all claims for failure to properly pay all minimum, regular, and/or overtime wages in violation of the FLSA, based on the facts and legal theories asserted in the operative complaint in the Actions. The period of the Released FLSA Claims shall extend to the limits of the FLSA Period. Each Settlement Collective Member who cashes, deposits, or otherwise negotiates his or her Settlement Check shall be deemed to have opted in for purposes of the FLSA and as a result will release his or her claims against the Released Parties. Settlement Collective Members who do not cash or deposit their settlement checks shall not release their FLSA Claims, but if they are also Settlement Class Members and/or PAGA Employees, as applicable, shall still release their Class Claims and PAGA Claims, respectively, regardless of whether they cash or deposit their Settlement Check. The res judicata effect of the Judgment will be the same as that of this release. For purposes of clarification, Released FLSA Claims shall not include the Excluded Claims.

PAGA Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement Fund (and separately paid the employer-side payroll taxes), all PAGA Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Class Settlement and/or refuse to cash the Settlement Collective Payment, if applicable. This means that all PAGA Employees, including those who are Participating Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or related entities based on the claims for PAGA penalties under the California Labor Code predicated on claims that were alleged, or reasonably could have been alleged in the Actions and resolved by this Settlement. Specifically, the PAGA Employees' releases are as follows:

The Parties agree that upon the Effective Date and Defendants' full funding of the Gross Settlement Fund, it is their intent that the terms set forth in the Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the PAGA Employees, who shall release their right to pursue any and all claims against the Released Parties for the Released PAGA Claims . . . arising during the PAGA Period.

"Released PAGA Claims" means all claims pursuant to the California Labor Code Private Attorneys General Act (codified in Labor Code section 2698 *et seq*.) based on the facts and legal theories asserted in the operative complaint in the Actions, or which relate to the primary rights asserted in the operative complaint in the Actions, including without limitation PAGA claims for: (1) failure to timely pay all minimum, regular, and /or overtime wages (Labor Code §§ 204, 210, 510, 558, 1182.12, 1194, 1197, 1197.1, and

1198); (2) failure to provide meal and rest periods and meal and rest period premium pay at the regular rate of pay (Labor Code §§ 226.7, 510, 512, 558, 1194, and 1197); (3) failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802); (4) failure to timely pay wages during employment (Labor Code §§ 204, 210, and 558); (5) failure to timely pay wages upon termination, failure to pay waiting time penalties, and failure to pay all wages due to discharged and quitting employees (Labor Code §§ 201, 202, 203, and 558); (6) failure to furnish accurate itemized wage statements (Labor Code §§ 226, 558, and 1174); and (7) failure to maintain accurate records (Labor Code §§ 226, 1174, and 1174.5). The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of this release. For purposes of clarification, Released PAGA Claims shall not include the Excluded Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Payments. 90% of the Net Settlement Fund will be allocated to the Participating Settlement Class Members. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing 90% of the Net Settlement Amount by the total number of workweeks worked by all Participating Settlement Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Settlement Class Member.

Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by dividing $150,000 by the total number of workweeks worked during the PAGA Period by all PAGA Employees, then multiplying the result by the number of workweeks worked during the PAGA Period by each individual PAGA Employee.

Individual Collective Payments. The Settlement Administrator will calculate the Individual Collective Payments using the same formula as the Individual Settlement Payments, based on the 10% of the Net Settlement Fund allocated to these claims.

Workweek Disputes. The number of workweeks you worked during the Class Period, the FLSA Period, and the PAGA Period, as reflected in Defendants' records, are stated on the first page of this Notice. You have until [DATE] to dispute the number of workweeks determined by the Settlement Administrator based on Defendants' records. You can submit your dispute by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice contains the Settlement Administrator's contact information.

If you make such a challenge, you must support it by sending copies of pay stubs and/or any other documents you wish the Settlement Administrator to consider in making its determination on your challenge. The Settlement Administrator will presume Defendants' records are accurate, but will consider evidence submitted by the Settlement Class Member. You should send copies rather than originals, as the Settlement Administrator will not return any documents you submit for this purpose. The Settlement Administrator's decision is final and cannot be appealed or otherwise challenged.

5. HOW WILL I GET PAID?

Participating Settlement Class Members and Settlement Collective Members. The Settlement Administrator will send, by U.S. mail, a single Settlement Check to each Settlement Class Member who does not opt-out and each Settlement Collective Member. Those Settlement Class Members and/or Settlement Collective Members who also qualify as PAGA Employees will receive a single Settlement Check that includes their Individual Settlement Payment, Individual Collective Payment, and Individual PAGA Payment, as applicable.

Settlement Class Members Who Submit Timely, Valid Requests for Exclusion. The Settlement Administrator will send, by U.S. mail, a single Settlement Check for the Individual PAGA Payment to every PAGA Employee and/or for the Individual Collective Payment to every Settlement Collective Member who opts out of the Class Settlement.

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

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

To opt out and exclude yourself from the Settlement Class, send a written and signed letter to the Settlement Administrator with your name, current address, telephone number and/or email address, and a simple statement that you do not want to participate in the Settlement Class. The Settlement Administrator will exclude you based on any writing communicating your request to opt out. Be sure to personally sign your request, identify the Actions, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes).

You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must postmark or fax your request to the Settlement Administrator by [DATE], or it will be invalid.** Section 9 of this Notice sets forth the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least ___ days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair; and (2) a Motion for Class Counsel Award and Class Representative Enhancement Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and costs and (ii) the amount Named Plaintiffs are requesting for their Class Representative Enhancement Payments for their service as class and collective representatives. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. Class Counsel's information is stated in Section 9 of this Notice, below. Copies of the documents filed in support of this settlement can also be found on the Settlement Administrator's website. Information on the Settlement Administrator's website can be found in Section 9.

You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no payments will be sent out and the Actions will continue.

The deadline for sending written objections to the Settlement Administrator is [DATE]. If you wish to object, you must do so in writing. Your objection must be sent to the Settlement Administrator via fax or mail by the deadline in accordance with the Settlement and is not to be filed with the Court. The fax-stamp and/or postmark date determines whether your objection was timely submitted. Your objection must be signed by you and include: (i) your full name, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which your objection is based; and (iv) a statement whether you intend to appear at the Final Approval Hearing.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Participating Settlement Class Members who fail to adhere to the objection procedure will be deemed to have waived their right to object, whether by appeal or otherwise.

For details regarding the Final Approval Hearing, please see Section 8 immediately below.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 7 of the California Superior Court for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. Please check the Court's website (https://www.lacourt.org/) to confirm that the Date and Time of the hearing has not changed.

At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Fund will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comments from the settlement members, Class Counsel, and Defendants' Counsel before making a decision. Unless otherwise stated on the Court's website, the hearing will be conducted in person. Check the Court's website for the most current information (https://www.lacourt.org/).

It is possible the Court may reschedule the Final Approval Hearing. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement, the Judgment or any other Settlement-related documents is to go to the Administrator's website at [URL]. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the court's website (https://www.lacourt.org/.)

DO NOT CALL THE COURT WITH INQUIRIES REGARDING THE SETTLEMENT.

If you need more information regarding the Settlement, please contact the persons below:

Settlement Administrator: [•]
Name of Company: [•]
Email Address: [•]
Mailing Address: [•]
Telephone: [•]
Fax Number: [•]

Class Counsel:
[*insert preferred contacts*]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at https://ucpi.sco.ca.gov/en/Property/SearchIndex for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B-1

IMPORTANT REMINDER
SETTLEMENT CHECK CASHING DEADLINE

Dear <<Name1>>:

On [DATE] you were mailed a Settlement Check for your portion of the finally-approved class, collective, and representative action settlement in *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259). Our records reflect that you have **not** cashed your Settlement Check. **This is to remind that you must cash your Settlement Check by** [**INSERT DATE 120 DAYS FROM INITIAL MAILING**] or your Settlement Check will be void and any amount allocated to you will revert to the California Unclaimed Property Fund.

If you did not receive or no longer have your Settlement Check, you should contact the Settlement Administrator at [insert email] to request a replacement.

If you have any questions about your legal rights, you may contact the court-appointed attorneys, Blachard Law Group and Outten & Golden LLP, at [•].

Exhibit B-2 (Check Cashing Reminder Email)

From: **Gilead and Kite Settlement** ([XX]@[XXX].com)

Subject: **IMPORTANT REMINDER – GILEAD AND KITE SETTLEMENT CHECK CASHING DEADLINE**

Body of Email:

<<Name1>>

On [DATE], you were mailed a Settlement Check for your portion of the finally-approved class, collective, and representative action settlement in *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259). Our records indicate that you have **not** cashed or deposited your Settlement Check. If you did not receive or no longer have the Settlement Check, you should contact the Settlement Administrator at [insert email] to request a replacement.

You must cash or deposit your Settlement Check on or before [INSERT DATE 120 DAYS FROM INITIAL MAILING].

If you have any questions about your legal rights, you may contact your court-appointed attorneys, Blanchard Law Group and Outten & Golden LLP, at [•].

Exhibit B-3 (Check Cashing Reminder Text Message)

From the Settlement Administrator: Recently you should have received Settlement Check from the finally-approved class, collective, and representative settlement in *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259). Our records indicate that you have not cashed or deposited your Settlement Check. If you don't cash your Settlement Check by [**INSERT DATE 120 DAYS FROM INITIAL MAILING**], it will be void. If you did not receive or no longer have the Settlement Check, you should contact the Settlement Administrator at [insert email] to request a replacement. If you have any questions about your legal rights, you may contact the court-appointed attorneys, Blanchard Law Group and Outten & Golden, at [●]. Reply *STOP* to prevent notifications.