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

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

Jennifer Davidson (*Pro Hac Vice*)
OUTTEN & GOLDEN LLP
1225 New York Avenue, NW, Suite 1200B
Washington, DC 20005
Telephone: (202) 751-3272
Email: jdavidson@outtengolden.com

Attorneys for Plaintiffs

(*See Additional Counsel Below*)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Herman Pappoe, Jesse Perez, Fatoumata Barry, and Amelia Myers, individually and on behalf of all others similarly situated, the Collective and as private attorney generals under the Private Attorneys General Act, Plaintiffs, vs. Kite Pharma, Inc., Gilead Sciences, Inc., and Does 1 through 10, Defendants.	**Case No. 24STCV02259** **CLASS ACTION** (*Assigned to Hon. Samantha P. Jessner – Dept. 7)* **Declaration of Lonnie C. Blanchard III in Support of Motion for Preliminary Approval of Class, Collective, and PAGA Action Settlement** Date: September 28, 2026 Time: 11:00 a.m. Dept.: 7

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

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

Attorneys for Plaintiffs

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I, Lonnie C. Blanchard III, declare:

1. I am an attorney admitted to practice law in the State of California. I am the sole shareholder and CEO of The Blanchard Law Group, APC and one of the attorneys of record for Plaintiffs Herman Pappoe, Jesse Perez, Amelia Myers, and Fatoumata Barry in this action. I have personal knowledge of the following facts.

2. Plaintiffs have made all appropriate notifications to the California Labor and Workforce Development Agency ("LWDA"), including but not limited to submission of the Settlement pursuant to Labor Code section 2699(l)(2) and the Motion for Preliminary Approval of Class, Collective, and PAGA Settlement. ("Motion")

Settlement Agreement

3. Attached as ***Exhibit 1*** is a copy of the executed Class, Collective, and Representative Action Settlement and Release. ("Settlement Agreement").

4. The key substantive terms of the Settlement Agreement, the background of the case, and Defendants' contentions are accurately summarized below and in the Memorandum of Points and Authorities in support of the Motion.

Experience of Counsel

5. I attended UCLA School of Law and graduated in 1980. I was admitted to the California bar in 1980 and have been practicing as a litigation attorney in state and federal courts in California and, on occasion, in other states, since such time. I am also admitted to practice before the United States Supreme Court. The focus of my practice is almost exclusively civil litigation. I have extensive experience in wage and hour litigation, including class and PAGA actions. I also have extensive experience in employment litigation, commercial litigation, and other civil litigation practice areas.

6. I have extensive experience litigating wage and hour class and PAGA actions, FCRA class actions, employee rights' claims, and other claims in federal and state court. I was counsel of record in the following class and/or PAGA proceedings that were finally approved:

- *Adauto v. Door Components Inc.*, et al, Case No. BC469230, California Superior Court, County of Los Angeles

- *Arce v. MV Transportation, Inc.*, et al, Case No. BC457702, California Superior Court, County of Los Angeles
- *Awad v. Elemental Energy, Inc.*, Case No. 1302544, Riverside County Superior Court
- *Ayala v. Denbeste Manufacturing, et al*, Case No. S-1500-CV-275248 WDP, California Superior Court, County of Kern
- *Borchani-Torres v. Eisenhower Medical Center*, Case No. INC1201246, California Superior Court, County of Riverside
- *Browning, et al., v. McCarthy Building Companies, Inc.*, Case No. 5:18-cv-05882-BLF, United States District Court, Northern District of California
- *Brown and Griffin v. Steve's Oilfield Service, Inc.*, et al., Case No. S1500-CV-283801, Kern County Superior Court
- *Camacho v. Shred-it*, Case No. 39-2014-00307879-CU-OE-STK, San Joaquin County Superior Court
- *Cartwright v. Brahma Group, Inc., et al.*, Case No. BCV-18-102027, Kern County Superior Court
- *Carney, et al. v. California Resources Corporation, et al.*, Case No. BCV-15-101729, Kern County Superior Court
- *Cartwright v. Sletten Construction Company, et al.*, Case No. 18CV04532, Santa Barbara Superior Court
- *Deprizito, et al. v. PAMA Management, Inc.*, *et al.*, Case No. BC723619, Los Angeles County Superior Court
- *Erlandsen v. FlexCare, LLC, et al.*, Case No. 1390595, California Superior Court, County of Santa Barbara
- *Espinoza, Wade v. Defender Security Company*, Case No. 2:15-cv-7142-CAS-JC, United States District Court, Central District of California – Western Division
- *Gonzalez v. Corrections Corporation of America*, Case No. 1:16-cv-01891, United States District Court, Eastern District of California
- *Grande v. Lawrence Recruiting Specialists d/b/a LRS Healthcare*, Case No. 57 160 00080 13, American Arbitration Claim
- *Grice v. Pepsi Beverages Company*, Case No. 1:17-cv-08853-JPO, United States District Court, Southern District of New York
- *Haakstad, et al. v. Fondnazio, et al.*, Case No. C15-02074, Contra Costa County Superior Court
- *Hebert v. Barnes & Noble, Inc.*, Case No. 37-2019-00007178-CU-MC-CTL, San Diego County Superior Court
- *Hebert v. Valley Children's Hospital*, Case No. MCV076409, Mader County Superior Court

- *Johnson v. Field Nation, LLC, et al.*, 01-22-0005-2476, American Arbitration Association
- *Judge v. PAMA, et al*, Case No. 72 160 00975 12, American Arbitration Association
- *Kalin, et al. v. Apple Inc.*, Case No. 13-CV-03451-WHA, United States District Court, Northern District of California
- *Kirchner v. Shred-it USA Inc.*, CIV. 2:14-1437 WBS, 2014 WL 6685210 (E.D. Cal. Nov. 25, 2014)
- *Lady v. Sacramento Drilling, Inc., et al.*, Case No. CU-18-00150, San Benito County Superior Court
- *Lagos v. The Leland Stanford Junior University*, Case No. 115CV284784, Santa Clara County Superior Court
- *Liggitt v. Trueblue, Inc., et al.*, Case No. RIC1509572, Riverside County Superior Court
- *Larroque v. First Advantage LNS Screening Solutions, Inc., et al.*, Case No. CAV 535083, San Mateo County Superior Court
- *Martinez-Taft v. Children's Hospital Central California*, Case No. MCV066748, California Superior Court, County of Madera
- *Meza v. LinkUs Enterprises, Inc., et al*, Case No. S-1500-CV-274733 LHB, California Superior Court, County of Kern
- *Miller v. Mud-Check, Inc., et al.*, Case No. BCV-15-100921, Kern County Superior Court
- *Oropeza v. Pick-N-Pull Auto Dismantlers, et al.*, Case No. RG11560441, Superior Court of California, County of Alameda
- *Poisson v. Dispatch Transportation, Inc., et al.*, Case No. RIC1504851, Riverside County Superior Court
- *Poisson v. Neal Trucking, Inc., et al.*, Case No. EDCV13-2241, United States District Court, Central District of California
- *Robinson v. Turning Point of Central California, Inc.*, Case No. 14CECG03685, California Superior Court, County of Fresno
- *Sander v. Shipt, Inc.*, Case No. RG19031481, Alameda County Superior Court
- *Shakespeare, et al. v. Ameri-Force Craft Services, Inc.*, Case No. 37-2021-00013962-CU-OE-CTL, California Superior Court, County of San Diego
- *Shakespeare and Hood v. National Steel and Shipbuilding Company*, Case No. 37-2021-00013962-CU-OE-CTL, San Diego Superior Court
- *Stone v. Universal Protection Service*, Case No. 01-15-0002-7497, American Arbitration Association
- *Syed, et al. v. M-I LLC*, Case No. 1:12-cv-01718-AWI-MJS, United States District Court, Eastern District of California
- *Syed v. M-I LLC, et al.*, Case No. 1:14-cv-00742-WBS-BAM, United States District Court, Eastern District of California

- *Terry v. Ulta Salon, Cosmetics & Fragrance, Inc*., Case No. 4:18-cv-07683-JST, United States District Court, Northern District of California
- *Travis v. AMN Staffing Services, LLC, Kaiser Foundation Hospitals*, Case No. 24STCV02711, Los Angeles Superior Court
- *Tuliau v. The Kroger Co., Ralphs Grocery Company*, Case No. RIC2002168, Riverside Superior Court
- *Watson v. Wells Fargo Bank, N.A*., Case No. BC559193, Los Angeles County Superior Court
- *Weitz v. TakeLessons, Inc*., Case No. 37-2024-00007416-CU-OE-CTL, San Diego Superior Court
- *Wortham, et al. v. Turning Point of Central California, Inc*., Case No. 15CECG02618, California superior Court, County of Fresno

7. I am counsel of record in at least 25 pending class and/or PAGA actions.

<u>Procedural History</u>

8. On January 29, 2024, Plaintiff Pappoe filed this putative class action against Defendants alleging various wage-and-hour violations under the California Labor Code and California's Unfair Competition Law entitled *Pappoe et al. v. Kite Pharma, Inc. et al.* (L.A. Cnty. Super. Ct. Case No. 24STCV02259) ("*Pappoe* Action").

9. On April 3, 2024, Plaintiff Pappoe filed a first amended complaint, which added a claim against Defendants under the Private Attorneys' General Act ("PAGA") and on May 2, 2024, Plaintiff filed a Second Amended Complaint, which Defendants Answered on May 22, 2024.

10. 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.

11. Around April 2025, I entered into a Joint Prosecution Agreement with the *Myers* counsel.

12. On April 8, 2025, the Parties agreed to set a private mediation and attempt a global resolution of both matters. As part of the agreement to Mediate, I agreed to continue the upcoming deadlines in *Pappoe* pending mediation.

13. Defendants supplemented previously-produced class-wide data and documents with information including data reflecting which employees were required to wear PPE and which were subject to

COVID screening requirements; data related to meal and rest breaks; Job titles, and PPE Operating Procedures.

14. With the assistance of an outside expert, Justin Regus of Agility Economics, I carefully and robustly analyzed Defendants' data and potential exposure, which I shared with Defendants in advance of mediation.

The class members are ascertainable.

15. The Settlement Class is ascertainable because Class Members are current and former employees of Gilead and/or Kite, whose identities can be (and already have been) identified from its employment records.

Numerosity

16. The Settlement Class meets numerosity because it is understood to include approximately 1,800 members.

Common Questions of Law and Fact Predominate

17. Common questions predominate because Plaintiffs have alleged common policies and practices that cause the underlying violations. All non-exempt employees in California were subject to Defendants' common policies of making them get COVID tested off-the-clock, failing to include RSUs and incentive pay in the regular rate of pay, not allowing Class members to take meal and rest breaks they were entitled to, failing to reimburse for cell phone related expenses, providing inaccurate wage statements, and failing to pay wages owed upon termination. Common legal and factual questions about Defendants' pay practices accordingly predominate over individual questions.

Adequacy of representation of Plaintiffs and counsel

18. No conflicts, disabling or otherwise, exist between the named plaintiffs and the Class Members because the named plaintiffs have been damaged by the same alleged conduct and has the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

A Class Action Is Superior to Other Available Methods

19. Because each Class Member's claim is relatively small and because each would consume substantial judicial resources if litigated individually to trial, the class mechanism will achieve

economies of scale, conserve judicial resources, and avoid repetitive proceedings. Therefore, superiority is met.

The Settlement is the Product of Arm's Length Negotiations by Experienced Counsel After Sufficient Information Exchange.

20. The proposed Settlement was reached through vigorous, hard-fought, arm's-length negotiation between lawyers with significant experience. Defense counsel in both cases are experienced lawyers from Gibson, Dunn & Crutcher LLP (one of the most experienced and most important law firms in the employment related class, collective and PAGA cases in the US and the world.) The Parties reached this settlement after an intense private mediation[1] before the Hon. Suzane H. Segal (Ret.) (an experienced and respected mediator with years of complex class, collective and PAGA employment litigation and has experience as a private mediator, a former California Superior Court Judge and as the former Chief Magistrate Judge in the US Districts Court of the Central District of California) and further intense subsequent negotiations related to the drafting of the final Settlement Agreement. The final Settlement Agreement was not finalized and executed until June 8, 2026, almost 6 months after mediation.

21. I also engaged in sufficient discovery to strongly recommend this settlement. in the course of discovery and in advance of mediation, Defendants produced robust timekeeping, payroll, and other relevant class-wide data, including information about rest and meal breaks, Employee handbooks, employees subject to COVID screenings, employees required to wear PPE and RSU grants and incentive compensation.

Anticipated Risks

22. The settlement provides an excellent recovery relative to the potential recovery and the risks that these claims presented. Based upon defenses raised by Defendants and their defense counsel, this settlement recovery is particularly reasonable in light of the significant litigation risks that Plaintiffs faced.

[1] Defendants' representatives, Defendants' Counsel, and Plaintiffs' Counsel appeared in person while Plaintiffs were available by phone.

23. Although I strongly believe in the strength of Plaintiffs' claims, I recognize that class, collective and PAGA action litigation inherently involves significant risk and delay, and that Plaintiffs faced particular risks here based upon the defenses raised by Defendant and their defense counsel.

24. First, there was a risk that Plaintiffs would not succeed in certifying or maintaining the class through trial. Defendants would likely argue that differences among factual circumstances of Class Members' claims, including whether different facilities and managers implemented PPE protocols and COVID screening practices, precludes certification. Defendants might also argue whether individual Class Members worked off the clock or missed meal breaks, and Defendants' awareness of those issues, are individualized issues not appropriate for class litigation. Although Plaintiffs disagree, they recognize that obtaining and maintaining class certification is always a significant obstacle.

25. Second, although Plaintiffs cleared the first hurdle for conditional collective certification in *Myers*, conditional certification is a relatively low bar and they still faced significant risk. Unlike the class action mechanism, collective members must affirmatively opt into the case to be part of the proceeding. In Counsels' experience, the opt in rate is typically around 30% or less, and rarely above 50%. The collective members may then be subject to discovery. And, after the opt in and discovery period, Defendants will have the opportunity to move to decertify the collective informed by that discovery. Here, all collective members are eligible for a settlement check, without the risk of being subject to discovery and the risk of decertification.

26. Third, a trial on the merits would involve significant risks for Plaintiffs on factual, legal liability issues. Litigation of wage and hour issues inherently poses significant risks. For example, Defendants would likely argue that requiring employees to take off PPE in order to take their meal and rest breaks was not an encumbrance on their breaks. Defendants will also likely argue that RSUs are properly excludable from the regular rate of pay. There is sparse caselaw on this RSU issue and, to Plaintiffs' knowledge, no court has squarely addressed this question on the merits.

27. Fourth, a trial on the merits would entail various risks for Plaintiffs in establishing damages. Defendant would claim that Class Members did not miss meal or rest breaks, that the COVID time

was not compensable, or that it did not know that employees were working off the clock. It would also likely dispute the number of hours they claim to have worked. Even if Plaintiffs succeed on the merits of the RSU issue, Defendants would argue that overtime damages should be calculated just in the weeks when the RSUs vested rather than for all overtime worked each vesting period, which would drastically reduce the Class's damages. Plaintiffs similarly face risk that the Court may conclude that incentive awards were purely discretionary, and thus properly excludable from the regular rate.

28. Fifth, to establish a third year of liability and liquidated damages under the FLSA for the Collective, Plaintiffs face risk to overcome Defendants' various state of mind defenses – that is, that any violations were not willful, knowing, or intentional, and that compliance was attempted in good faith.

29. Sixth, California State law derivative claims (such as waiting time and wage statement penalties) present their own challenges. To recover waiting time penalties a plaintiff must make an affirmative showing of willfulness. Cal. Labor Code § 203. And proving a wage statement violation likewise requires that violation to be knowing and intentional. Cal. Labor Code § 226(e)(1).

30. Seventh, Defendants argued that hundreds of class and collective members were subject to individual arbitration agreements. While Plaintiffs may challenge the validity and enforceability of these agreements, Plaintiffs' counsel recognize the challenges associated with these arguments. If the class and collective member were compelled to individual arbitrations, they would be required to participate in intensive individual arbitrations, including document production, deposition testimony, and testifying at the arbitration hearings, only to recover on a relatively small dollar value claim of each individual claim.

31. Finally, the claims related to PAGA penalties similarly suffer from potential risks. To recover maximum PAGA penalties, Plaintiffs would need to defeat Defendants' potential argument that plaintiffs may recover heightened PAGA penalties only after a court or the Labor Commissioner has determined that the employer violated the Labor Code. *see, e.g.*, *Amaral v. Cintas Corp. No.*

2, 163 Cal. App. 4th 1157, 1209 (2008), disapproved of on another grounds by *Cohen v. Superior Court*, 102 Cal. App. 5th 706, 720 (2024). To establish that multiple penalties may be recovered in the same pay period, because stacking is no longer allowed under PAGA for derivative claims, Plaintiffs would have to prove that each claim was unique and not derivative. Defendants would also certainly argue that the Court should exercise its discretion to reduce any penalties awarded. *See* Cal. Lab. Code § 2699(e)(2). On the merits, Defendants would argue that PAGA penalties are not owed for each pay period because many of the claims alleged, including the RSU claim, only arise in a small subset of the pay periods because the RSUs vest only in certain pay periods. In addition, Defendants would almost certainly argue that the trial of the PAGA claims would be unmanageable.

32. In sum, although Plaintiffs would dispute each of Defendants' arguments and defenses, a class and collective trial (if Plaintiffs could defeat Defendants' arbitration agreements for all of the class and the collective) would be long, arduous, and risky; and even if Plaintiffs prevailed on each of their claims, they might face a lengthy appeals process. In light of the myriad risks and delay that litigation would entail, and based on my experience litigating class actions and employment lawsuits, the proposed Settlement is in the best interests of the Class Members.

The Settlement is Fair.

33. For settlement purposes, Plaintiffs' expert has made a calculation of what could be the very maximum potential damages in this case. This amount is approximately $48,963,958 without interest. It is important to recognize that this amount has ***not*** been probability adjusted for the risks of failing to prevail on all of Plaintiffs' claims. As a result, before probability adjustment, this $8 million settlement represents 16.34% of the Plaintiffs' expert's calculation of the very maximum potential damages in this case. Assuming probability adjustments of 80%, 70%, 60%, and 50%, the settlement of $8 million creates percentages of the potential recovery of 20.42%, 23.34%, 27.23% and 32.68% respectively. All these percentages show that this settlement is a very favorable and reasonable settlement worthy of preliminary and final approval.

34. The extensive discovery and information exchange conducted in this matter, as well as discussions between counsel, have been adequate to give the me and the Representative Plaintiffs a sound understanding of the merits of their positions and to evaluate the worth of the claims of the Class.

35. Considering the risk of not obtaining certification and the risk of not prevailing, I believe the proposed $8,000,000 million settlement is reasonable and provides the certainty of a payment to the class, collective, and PAGA members. When measured against the risk of obtaining nothing, such settlement is reasonable and in the interests of the class members. In so concluding, I have considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Based on the foregoing, the Representative Plaintiffs and I believe the settlement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

The Proposed Notice and Administration Procedure Are Appropriate.

36. The content of the proposed Notice to be sent to Class Members is appropriate because it provides sufficient information for Class Members to decide whether to participate in, object to, or opt out of the Settlement and meets all of the requirements of California Rule of Court 3.766(d). It provides (1) a brief explanation of the cases, (2) the material terms of the settlement, (3) the proposed fees and costs of Plaintiffs' Counsel and settlement administration, (4) the proposed Service Awards to Plaintiffs, (5) that Class Members may opt out of or object to the Settlement (and instructions on how to do so), (6) a statement that the settlement will bind all Class Members who do not request exclusion and bind all Collective Members who choose to opt in, (7) a statement that any Class Member who does not request exclusion may, if he or she so desires, enter an appearance through counsel, (8) details about the court hearing on settlement approval and the opportunity to object, and (9) how Class Members can obtain additional information, including documents related to the settlement.

37. The Notice to be sent to Settlement Collective Members is nearly identical in all substantive respects, except that it informs recipients that they can opt-in and participate in the settlement by

cashing their checks to participate in the Settlement and release their claims or do nothing and not be bound.

38. The language in the notice has been agreed to by Counsel for both Parties.

39. The manner of giving notice also complies with California Rule of Court 3.766(e) because the proposed procedure for distributing the Notice has a likelihood of reaching a substantial percentage of Class Members.

40. The Notice will be sent via First Class U.S. mail and e-mail to the last known address of each Class Member, and the Settlement Administrator shall attempt to obtain the correct address for each Settlement Class Member whose Notice is returned as undeliverable, including up to two skip traces, and shall attempt a re-mailing provided it obtains a more recent address. The Notice will be provided only in English; the Parties do not have any reason to believe that any other language is necessary.

41. Further, the Notice will provide the address of the website established by the Settlement Administrator, so that Class Members will be able to read the Settlement agreement and the court filings.

42. The proposed Settlement Administrator, Apex, is experienced in the field and was chosen only after comparing bids from a number of other well-known administrators. See **Exhibit 2**.

Attorneys' Fees and Costs

43. Defendants agree not to oppose an award of attorney's fees to Class Counsel of up to $2,666,666.67 of the Settlement Amount, which is one-third of Maximum Settlement Amount, to compensate and reimburse Class Counsel for all of the work already performed by Class Counsel in this case and all of the work remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of the Settlement, administering the Settlement, ensuring that the Settlement is fairly administered and implemented, and obtaining entry of Judgment.

44. The Attorney's fees shall be in addition to the payment of litigation costs and expenses incurred by me and my co-counsel, in an amount not to exceed $80,000, as awarded by the Court.

45. The one-third fee award agreed to be paid by Defendants is also in line with other fee awards in California wage and hour class actions.

A One-Third Fee is Appropriate in This Case.

46. Our request for attorney's fees of one-third of the $8,000,000 gross settlement is fair and reasonable. In fact, this amount is well-earned, supported by controlling case law, and is within the fee range awarded by courts in similar complex cases. Courts in class actions have awarded one-third of common funds obtained by class counsel in many state and federal court cases.

Contingency Nature of Representation

47. My co-counsel and I are being paid entirely on contingency. The work performed by us was extensive. In litigating this case against Defendants, my co-counsel and I along with Plaintiffs faced serious risks, including the risk that Plaintiffs' theory of liability may ultimately be rejected by the Court or Court of Appeal. Despite the many risks faced, we nevertheless achieved an outstanding result for the Settlement Class.

48. My co-counsel and I took on this representation aware of the risks involved and with the full intention of seeing it to the end, including through any appeals. Also, Class Counsel were opposed by attorneys from an experienced and well-qualified defense firm with the resources of a large corporate clients at their disposal.

49. Given the highly uncertain current landscape of the legal issues involved, coupled with the ensuing risks of lengthy appeals and risk of no recovery, the excellent result achieved shows that the amounts allocated to both attorney's fees and costs under the Settlement warrant this Court's approval.

The Fee Request is Justified by a Lode-star Analysis

50. Class Counsels' requested attorney's fees are also justified under the lodestar method. Using Class Counsels' normal hourly rates, the "lodestar" fees incurred and reasonably estimated to be incurred by Class Counsel, is as follows:

Attorney	Hours	Rate	Fees
The Blanchard Law Group, APC	814.75	$1,141	$929,629.75
The Blanchard Law Group, APC Paralegal	455.75	$200	$91,150.00
Outten & Golden LLP	713.4	(*Avg rate*) $895	$638,493.00
Outten & Golden LLP Staff[2]	214.30	(*Avg rate*) $509	$109,078.70
		Total:	**$1,768,351.45**
		Fees Sought:	$2,666,666.67
		Multiplier:	**1.51**

51. My law firm (including but not limited to my personal time, the time of Peter R. Dion-Kindem and paraprofessional time) has incurred at least 1,270.5 hours of time in this matter to date, which time was reasonable and necessary.

52. Attached hereto as ***Exhibit 3*** is a true and correct copy of the 6/01/25 - 5/31/26 Laffey Matrix for attorney billing rates in major U.S. Cities. This has been used by courts in determining appropriate rates when calculating fee awards. The rates are adjusted based on the location of where the fees were incurred.

53. For an attorney of my experience (20+ years), the index demonstrates a rate of $1,141 per hour for attorneys in the District of Columbia. Attached hereto as ***Exhibit 4*** is a true and correct copy of the locality pay salary table demonstrating a locality pay of 33.94% for the District of Columbia. Attached hereto as ***Exhibit 5*** is a true and correct copy of the locality pay salary table for Los Angeles, which has a 36.47% locality payment. Using the differential on locality pay between the District of Columbia and Los Angeles yields a multiplier of 2.53% (36.47 – 33.94). When applied to the Laffey Matrix, this multiplier yields an hourly rate for attorneys with 20+ years practicing in Los Angeles of approximately $1,170 per hour. My requested $1,141 rate is therefore supported by the Laffey Matrix and compares favorably to the hourly rates being charged by other attorneys with my experience in class actions. This rate is reasonable for the level of services provided by me and my experience. The article attached hereto as ***Exhibit 6*** states that half of the AMLAW 50

[2] Outten & Golden LLP Staff incudes an internal data analysis team, including a senior economist and data analysts. .

law firm have partner rates of more than $1000 per hour and some have rates as high as $3000 per hour.

54. Our current $1,141 hourly rate compares favorably to the hourly rates being charged by other attorneys with my experience in class and PAGA actions and is reasonable for the level of services provided by us and our experience. In *Nitsch v. DreamWorks Animation SKG Inc.* (N.D. Cal., June 5, 2017, No. 14-CV-04062-LHK) 2017 WL 2423161, at *9, an employment class action, the court found that hourly rates of up to $1,200 per hour for plaintiffs' class action lawyers based in California were "fair, reasonable, and market-based, particularly for the 'relevant community' in which counsel work." (*See also Fleming v. Impax Laboratories Inc.* (N.D. Cal., July 15, 2022, No. 16-CV-06557-HSG) 2022 WL 2789496, at *9 (approving attorney hourly rates of up to $1,325 in a securities class action, and citing cases in this District approving attorney hourly rates of up to $1,600).)

55. The time spent by me, my staff, my co-counsel, and their staff on this case is consistent with the level of effort necessary to bring this factually and data intensive case to a resolution. In addition, many of the factors supporting a multiplier of greater than 1.0 are present here, including the risk of an uncertain result, the contingent nature of the work, and most significantly here, the result obtained.

Enhancement Award to Class Representatives

56. Plaintiffs incurred substantial risk in undertaking this litigation, including the potential liability for costs of suit. Defendant will not oppose Plaintiffs' request for enhancement awards of up to $12,000 each. This amount will be paid from the Maximum Gross Settlement Amount. If the Court reduces the enhancement awards to an amount less than $12,000 each, the un-awarded amount shall be added into the Maximum Settlement Distribution Amount and will be available to the Class Members for distribution.

57. Plaintiffs have taken extraordinary steps to challenge Defendants' actions by bringing these actions. Plaintiffs did so in the belief that they and the class members, collective and PAGA Employees were entitled to the relief sought in this case. Plaintiffs' actions have resulted in a

substantial recovery for the class members, collective, and PAGA Employees, and the enhancement awards sought for Plaintiffs are reasonable. Absent the actions taken by Plaintiffs, none of the class members, collective, and PAGA Employees would have reaped the rewards of this action.

58. The named Plaintiffs went beyond the expected service of a class representative. Each spent approximately significant amounts of time on these cases, which included: detailed interviews and communications with counsel, carefully deciding whether to serve as a class, collective and PAGA representatives; reviewing the proposed representation agreement, providing documents and information before filing of the Complaints in these cases, discussing the Complaints prior to filing, responding to discovery, providing documents and information and preparing for mediation and discussing the settlement terms and conditions of these cases, searching for and providing Plaintiffs' counsel with documents, preparing for mediation, discussing mediation strategy, and remaining available during mediation to answer further questions; and closely reviewing the Settlement Agreement and signing a general release of claims. Plaintiffs stood ready to perform additional tasks required of them as a class representative and had this case not settled, Plaintiffs could have gone through intensive discovery, including producing documents and sitting for depositions.

59. The class benefitted greatly from this work: if these Plaintiffs had not stepped forward to bring these cases, there would be no current class, collective and/or PAGA recovery related to these claims. These Plaintiffs received no personal benefit from this litigation other than their shares of the proposed service awards and their shares of the proposed settlement.

Individual Settlement Payment, Individual Collective Payment, and Individual PAGA Payments

60. 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.

61. 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.

62. 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 the Settlement 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 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.

Uncashed Checks

63. 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.

Plaintiffs' Release

64. 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 arising as of the date the Named Plaintiffs sign this Agreement.

65. 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.

66. 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.**

67. 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.

Release by Participating Class Members

68. 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 arising during the Class Period.

69. "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.

<u>Release of FLSA Claims</u>

70. 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 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.

71. "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.

Release of PAGA Claims

72. 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 arising during the PAGA Period.

73. "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.

Administrator

74. The Parties have agreed to, subject to approval by the Court, to use Apex Class Action LLC 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.

75. Apex will set up a Qualified Settlement Fund wherein 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.

76. 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 the Agreement.

77. 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.

Notice to Class Members

78. 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. 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. 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.

79. Within fifteen (15) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet 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 by Email.

80. 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.

81. 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 to hereto as **Exhibit 1(A)**.

Requests for Exclusion (Opt-Outs)

82. 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.

83. 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.

Objecting to the Settlement

84. 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. Settlement Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing to have their objections 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: June 8, 2026

Lonnie C. Blanchard III

Exhibit 1

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, through the date on which the motion for preliminary approval of this Settlement is filed.

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, through the date on which the motion for preliminary approval of this Settlement is filed.

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, through the date on which the motion for preliminary approval of this Settlement is filed.

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 agree to file a joint stipulation requesting that the Court allow Named Plaintiffs to file an Amended Complaint in the *Pappoe* Action that includes all claims currently alleged in the Actions

(the "Consolidated Amended Complaint"), and will do so before Named Plaintiffs file their Motion for Preliminary Approval of this Settlement. 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. 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. 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. 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 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 by Email.

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. <u>Settlement Terms Bind All Class Members Who Do Not Opt Out</u>. 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. Settlement Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing to have their objections 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 fourteen (14) 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

06/05/2026
DATED

Herman Pappoe
Plaintiff and Class Representative

JESSE PEREZ

(Jun 3, 2026 12:23:30 PDT)

03/06/2026
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

DATED

Amelia Myers
Plaintiff and Class Representative

FATOUMATA BARRY YAPO

DATED

Fatoumata Barry Yapo
Plaintiff and Class Representative

DEFENDANTS

DocuSigned by:
Keeley Wettan
B25FC7E8BB354F9...

04-Jun-2026 | 12:42 PM PDT
DATED

By: Keeley Wettan, EVP & General Counsel
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

DATED

Amelia Myers
Plaintiff and Class Representative

FATOUMATA BARRY YAPO

06/07/2026
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

Amelia Myers

06/08/2026
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")

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

THE BLANCHARD LAW GROUP, APC

June 4, 2026
DATED

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

HOLMES LAW GROUP, APC

6/4/26
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

June 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

6/8/2026
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 *Barry and Myers et al. v. Gilead Sciences, Inc. et al.* (N.D. Cal. Case No. 3:24-cv-02668-AMO) (the "*Barry and 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 the date on which the motion for preliminary approval of the settlement is filed (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 during between May 3, 2021, and the date on which the motion for preliminary approval of the settlement is filed (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 the date on which the motion for preliminary approval of the settlement is filed (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?

<u>Defendants Will Pay a Gross Settlement Fund of $8,000,000.00 (the "Gross Settlement Fund").</u> 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.

<u>Court-Approved Deductions from Gross Settlement Fund.</u> 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 $21,000.00 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).

<u>FLSA Release.</u> 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.

<u>PAGA Employees' PAGA Release.</u> 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?

<u>Individual Settlement Payments.</u> 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.

<u>Individual PAGA Payments.</u> 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.

<u>Individual Collective Payments</u>. 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.

<u>Workweek Disputes</u>. 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. 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.

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 objectors who complied with the objection procedure, 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.

<u>EXHIBIT B-1</u>

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 **<u>not</u>** cashed your Settlement Check. **This is to remind that you must cash your Settlement Check by** [**<u>INSERT DATE 120 DAYS FROM INITIAL MAILING</u>**] 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.

Exhibit 2

RUST CONSULTING	**Settlement Administration Estimate** **Mohsin - 1,705 Hybrid** **February 4, 2026**	**Prepared by:** **Kristen Stallings** **Director** **202.379.8072** **kstallings@rustconsulting.com**

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Rust's infrastructure and capabilities related to data processing and security ensure that your sensitive data will be protected. Our "unified compliance posture" includes a system certification and accreditation under FISMA from two federal agencies and an annual SSAE18 SOC 2 Type II Report audit of our data and system security controls and protocols.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	1,705	
Estimated Collective Filing Rate	50.0%	
Project Cost		
Print & Mail Notice, Text, Email, 2 Reminders		$ 11,569
Telephone Support		$ 2,584
Website		$ 2,800
Processing and Administration		$ 3,308
Fund Distribution, Reminder, Tax Reporting		$ 9,756
Project Management		$ 9,755
Other Out-of-pocket Expenses		$ 250
Total Project Cost		$ 40,022
Discount		$ (5,023)
Total Project Cost		$ 34,999
Total Project "Not to Exceed' *Assuming Scope Within*		$ 35,000

Key Assumptions

Summary

1,364 Class Members/PAGA
341Collective Members

Assumes a 50% Claims File Rate for Class,Collective

Notice

2 Forms of Notice Upfront (PAGA letter with Check)
Notice by Mail, Email, Text*
***Notice by Text Only if Mobile Carrier Accepts Message**
Postage Prepaid Return Envelope
Claims Filing Reminders: 2 x (Postcard Notice, Email, Text)

Opt In Forms Received via Mail, Online, Email

Website with Claims Filing

Call Center Services

120 Day Check Void Date
Class, Collective: W2 & 1099 Payments,
Up to 27 State Tax IDs

1x Check Cashing Reminder Campaign (Postcard, Email, Text)
Production of Cashed Check Images

Uncashed: Unclaimed Property

Not Requested/Not Included:
Opt In Form Images

Thank you for considering Rust Consulting, Inc. as your settlement administrator -- we appreciate the opportunity to submit this estimate.

RUST CONSULTING

Settlement Administration Estimate
Mohsin - 1,705 Hybrid
February 4, 2026

Prepared by:
Kristen Stallings
Director
202.379.8072
kstallings@rustconsulting.com

Key Assumptions Used to Prepare this Estimate		
Class Size	1,705	
Class/PAGA	1,364	
Collective	341	
Initial Mailed Notice:		
Mailed Notice (Class, Collective)	1,705	100.0%
Forwarded Notices	43	2.5%
Undeliverable Notices	205	12.0%
Re-Mailed Notices after Trace (2x max)	164	80.0%
Telephone Support:		
Number of Telephone Contacts	307	18.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Opt Outs	1	0.07%
Class Claims Filed	682	50.0%
Collective Claims Filed	171	50.0%
Total Payments	1,535	
All PAGA + Claims filed (Class)	1,364	
Claims Filed (Collective)	171	

Standard Hourly Rates*	
SVP	$175-$275
Program Manager	$160-$180
Project Manager	$100-$140
Technical Consultant	$110-$180
Call Center Manager	$125
CSR	$ 43-$ 50
Processor	$ 43-$ 50
Other	$ 43-$125

**Subject to change*

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Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing. Notice package includes notice, claim form and exclusion form.

Telephone Support included.

Processing & Administration: Receipt and Process Claim Forms includes open, date stamp, label and data capture a 1-page claim form with up to five fields. Validate Claim Forms includes the process of accepting or rejecting claims, handling disputes and curing deficient claims.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.

RUST CONSULTING

Settlement Administration Estimate
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Prepared by:
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Administrative Task	Estimated Quantity		Per Unit		Task Amount		Total
Database Development							
Receive and Process Database	5	Hours @	$	175	$ 875	$	875
Additional Efforts to Finalize Settlement Data					*As Incurred*		
Initial Mailed Notice							
CASS / NCOA / LACS Processing					$ 100		
Print and Mail Notice Package (2 Notice Types)							
Class	1,364	Notices @	$	0.59	$ 805		
Collective	341	Notices @	$	1.50	$ 512		
Postage - 1 Ounce First Class	1,705	Packages @	$	0.74	$ 1,262		
Enclosed Prepaid Reply Envelope	1,705	Envelopes @	$	0.91	$ 1,552		
Email Notice	1	Campaign @	$	350	$ 350		
Text Notice: Set up Fee	1	Set Up	$	750	$ 750		
Text Messages	1,705	Texts @	$	0.12	$ 205	$	5,534
Follow-up to Initial Notice							
Receive Undeliverable Notices and Update Database	205	Notices @	$	0.45	$ 92		
Address Trace	205	Traces @	$	1.00	$ 205		
Remail Notice Package (Blended rate)	206	Notices @	$	1.75	$ 361		
Remail Postage - 1 Ounce First Class	206	Notices @	$	0.74	$ 153		
Reminder 1: Postcard, Email, Text (Assumes Reminders to 75%)	1	Campaign @	$	2,055	$ 2,055		
Reminder 2: Postcard, Email, Text (Assumes Reminders to 55%)	1	Campaign @	$	1,694	$ 1,694	$	5,160
Telephone Support							
Telephone Support	12	Months @	$	200	$ 2,400		
800# Charges	1,535	Minutes @	$	0.12	$ 184	$	2,584
- a minimum of $150 per month will be charged for telephone support							
Website							
Develop Dynamic Website w/ Ability to File Claims	10	Hours @	$	180	$ 1,800		
Pricing Assumes Using Rust's Standard Website Module							
Monthly Hosting and Maintenance	10	Months @	$	100	$ 1,000	$	2,800
Processing and Administration, Reporting							
Email Set-up	1	Set-Up @	$	250	$ 250		
Cure Processing and Dispute Resolution	5	Hours @	$	100	$ 500		
Receipt, Process, and Validate Forms: Blended Rate	853	Claims @	$	3.00	$ 2,558	$	3,308
Additional Administrative Services Requested by Client							*As Incurred*
Fund Distribution							
Print and Mail Payments	1,535	Payments @	$	0.62	$ 951		
+PAGA Letter Enclosure	1,364	Letter Enclosure	$	0.15	$ 205		
Postage - 1 Ounce First Class	1,535	Payments @	$	0.74	$ 1,136		
Check Processing	1,535	Payments @	$	0.22	$ 338		
Monthly Bank Account Fee (120 day void, reissues)	8	Months @	$	110	$ 880		
Cashed Check Images: 1 Unredacted Copy	1,535	Images @	$	0.20	$ 307		
Check Cashing Reminder Postcard (50% cash rate)	767	Postcards @	$	0.55	$ 422		
Postage	767	Postcards @	$	0.61	$ 468		
Email	1	Batch @	$	350	$ 250		
Text	1	Batch @	$	500	$ 350	$	5,306
- Rust Consulting indemnifies the Settling Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same.-							
Tax Reporting							
Annual Fee - Qualified Settlement Fund	1	Year @	$	1,000	$ 1,000		
Individual Income Tax Reporting (W2 & 1099)	1	Year @	$	750	$ 750		
Set-up Individual State Tax IDs: Collective	Up to 27	States @	$	100	$ 2,700	$	4,450
Project Management							
Senior Vice President	2	Hours @	$	225	Waived		
Project Management	55	Hours @	$	125	$ 6,875		
Technical Consulting	16	Hours @	$	180	$ 2,880	$	9,755
Other Charges and Out-of-pocket Costs							
						$	250
Total Settlement Administration Estimate - Prior to Discount						**$**	**40,022**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: TBDv02.02.2026
Monday, February 2, 2026

Requesting Attorney:
Mohsin M. Mirza
Outten & Golden LLP
MMirza@outtengolden.com
347.390.2126

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class, Collective & PAGA

KEY ASSUMPTIONS	
Total Number of Collective Members	**1,705**
Estimated Percentage of Claims	**65%**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**No**
ILYM Group Interactive Website	**Yes**
Case Duration (Years)	**1**

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$325.00
Project Management:	$1,945.00
Notification & Mailing:	$5,155.48
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$7,109.53
Case Conclusion:	$1,015.00
Not-To-Exceed ILYM Fees & Expenses:	**$15,550.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: TBDv02.02.2026

Monday, February 2, 2026

Requesting Attorney's Name: Mohsin M. Mirza

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	1	$150.00
Programming of Class Database	Hourly	$175.00	1	$175.00
			Subtotal	**$325.00**
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	3	$360.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	1	$70.00
Staff Hours for Processing Opt-Out's, Disputes & Objections	Hourly	$70.00	1	$70.00
Report Processing	Hourly	$70.00	1	$70.00
ILYM Group Interactive Website, with SignBlue	Flat Fee	$1,250.00	1	$1,250.00
NCOA	Flat Rate	$50.00	1	$50.00
Toll-Free Customer Service Representative	Flat Fee	$75.00	1	$75.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$1,945.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice & Claim Form via Email & Text Message	Flat Fee	$350.00	1	$350.00
Fulfillment of Notice, English only	Per Piece	$1.50	1,705	$2,557.50
USPS First Class Postage	Per Piece	$0.74	1,705	$1,261.70
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$2.00	205	$409.20
Fulfillment of Reminder Postcard	Per Piece	$0.90	256	$230.18
Fulfillment of Reminders via Email & Text Message	Flat Fee	$150.00	1	$150.00
Buisness Reply Mail (BRM)	Per Piece	$1.31	TBD	TBD
Storage, Photocopies & Deliveries	Flat Fee	$196.90	1	$196.90
			Subtotal	**$5,155.48**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: TBDv02.02.2026

Monday, February 2, 2026

Requesting Attorney's Name: Mohsin M. Mirza

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	4	$600.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	4	$500.00
Check, Stub & Release for - Print & Mail (W2/1099)	Per Check	$1.00	1,705	$1,705.00
USPS First Class Postage	Per Piece	$0.74	1,705	$1,261.70
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	171	$255.75
Reminder Notice via Email and Text Message	Flat Fee	$150.00	1	$150.00
Reminder Postcard for Uncashed Checks	Per Piece	$0.90	597	$537.08
Preparation of Taxes	Hourly	$120.00	5	$600.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$7,109.53**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration(s)	Hourly	$125.00	1	$125.00

Subtotal **$1,015.00**

Not-To-Exceed ILYM Fees & Expenses: $15,550.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Payment of Charges: The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 3

LAFFEY MATRIX

- History
- Case Law
- See the Matrix
- Contact us
- Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487

6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 4

Salary Table 2026-DCB
Incorporating the 1% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	$ 30,249	$ 31,263	$ 32,269	$ 33,271	$ 34,274	$ 34,862	$ 35,857	$ 36,859	$ 36,900	$ 37,835
2	34,011	34,820	35,948	36,900	37,313	38,410	39,507	40,604	41,701	42,798
3	37,112	38,350	39,587	40,825	42,063	43,300	44,538	45,775	47,013	48,251
4	41,659	43,048	44,437	45,826	47,215	48,604	49,993	51,382	52,771	54,160
5	46,610	48,163	49,717	51,271	52,825	54,378	55,932	57,486	59,039	60,593
6	51,957	53,689	55,420	57,152	58,884	60,616	62,348	64,080	65,811	67,543
7	57,736	59,661	61,586	63,510	65,435	67,360	69,284	71,209	73,134	75,059
8	63,940	66,071	68,202	70,333	72,464	74,595	76,726	78,857	80,988	83,119
9	70,623	72,977	75,332	77,687	80,041	82,396	84,751	87,105	89,460	91,815
10	77,771	80,363	82,954	85,546	88,138	90,730	93,321	95,913	98,505	101,097
11	85,447	88,296	91,145	93,994	96,843	99,692	102,540	105,389	108,238	111,087
12	102,415	105,829	109,243	112,657	116,071	119,485	122,899	126,313	129,728	133,142
13	121,785	125,845	129,904	133,964	138,024	142,084	146,143	150,203	154,263	158,322
14	143,913	148,711	153,509	158,306	163,104	167,902	172,700	177,497	182,295	187,093
15	169,279	174,922	180,565	186,207	191,850	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:
https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/

Exhibit 5

Salary Table 2026-LA
Incorporating the 1% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	$ 30,820	$ 31,853	$ 32,878	$ 33,899	$ 34,921	$ 35,520	$ 36,534	$ 37,555	$ 37,597	$ 38,550
2	34,654	35,478	36,627	37,597	38,018	39,136	40,253	41,371	42,489	43,606
3	37,813	39,074	40,335	41,596	42,857	44,118	45,379	46,640	47,901	49,162
4	42,446	43,861	45,277	46,692	48,107	49,522	50,937	52,353	53,768	55,183
5	47,490	49,073	50,656	52,239	53,822	55,405	56,989	58,572	60,155	61,738
6	52,938	54,703	56,467	58,232	59,996	61,761	63,525	65,290	67,055	68,819
7	58,827	60,788	62,749	64,710	66,671	68,632	70,593	72,554	74,515	76,476
8	65,148	67,319	69,491	71,662	73,833	76,004	78,175	80,347	82,518	84,689
9	71,957	74,356	76,755	79,154	81,553	83,952	86,351	88,751	91,150	93,549
10	79,240	81,881	84,521	87,162	89,803	92,443	95,084	97,725	100,365	103,006
11	87,061	89,964	92,866	95,769	98,672	101,575	104,477	107,380	110,283	113,185
12	104,349	107,828	111,306	114,785	118,264	121,742	125,221	128,699	132,178	135,657
13	124,085	128,222	132,358	136,495	140,631	144,767	148,904	153,040	157,177	161,313
14	146,632	151,520	156,408	161,297	166,185	171,073	175,962	180,850	185,738	190,627
15	172,476	178,226	183,975	189,725	195,474	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:
https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/

Exhibit 6

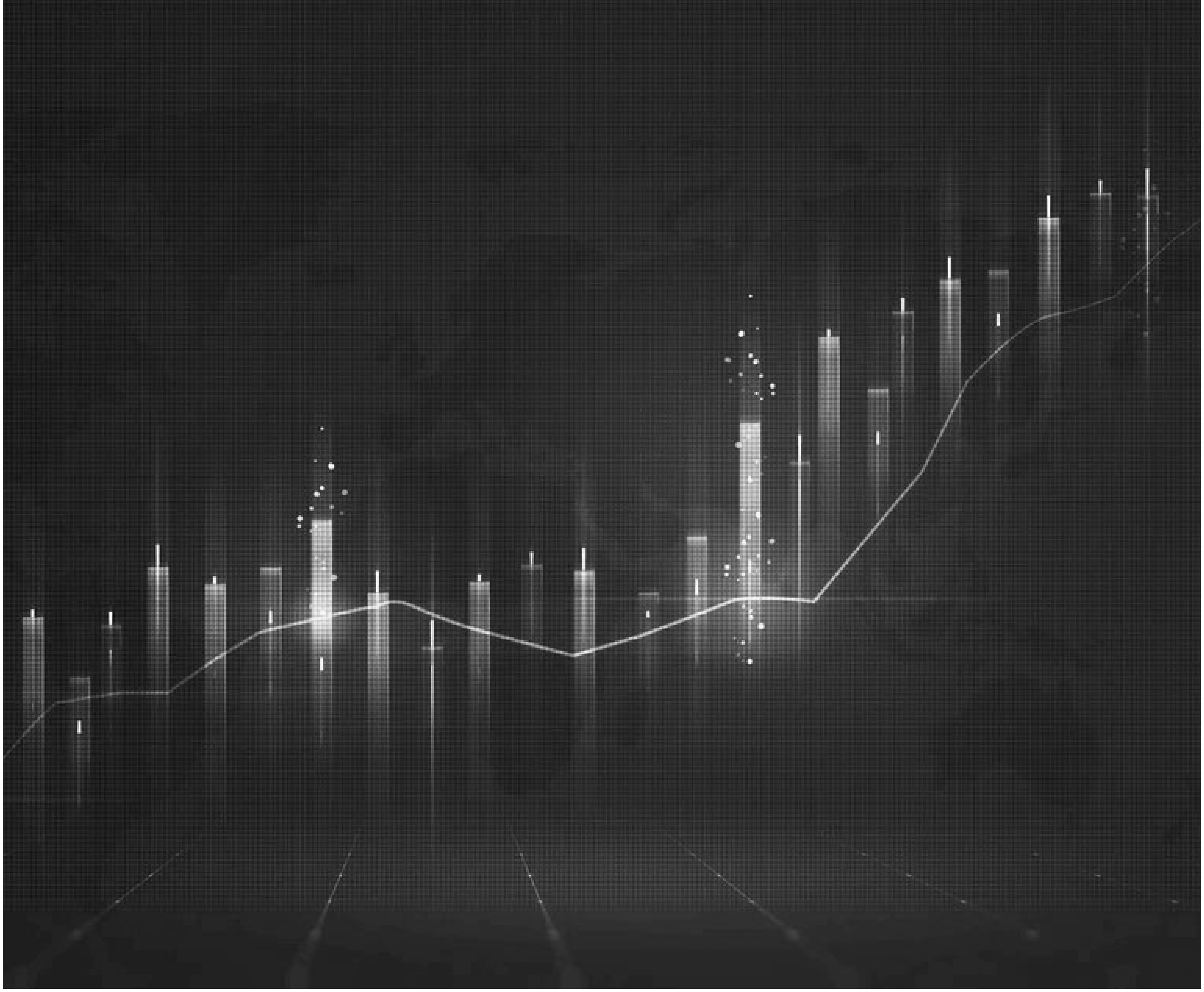
Analysis Lawyer Rates and Arrangements

Senior Partners Approach $3,000 an Hour, As More Billing Rate Hikes Expected in 2025

September 24, 2024 By Mimi Lamarre
Andrew Maloney

What You Need to Know

- More big firms are going to approach hourly rates of $3,000 for partners and $1,000 for associates, according to new data from Valeo Partners.
- Am Law 25 to 30 firms will have standard rate increases of 10% to 13% in the new year, per the data.
- An increase in M&A activity, fierce competition for lateral partners and firm mergers are helping to push up rates, observers say.


Credit: Lemonsoup14/Adobe Stock

Some Am Law 50 firms will increase billing rates substantially in 2025, with expectations that some senior partners will approach $3,000 an hour and more associates will bill over $1,000 an hour.

More demand in M&A and transactional practices, as well as law firm mergers and increasing demand to pay top-performing talent, are pushing billing rates higher, some observers say.

According to data from Valeo Partners, which analyzes public disclosure documents to discern upcoming rate changes, senior partners at "a few firms" will have standard rates approaching $3,000, and a few might exceed that marker.

Valeo Partners declined to name the firms. However, some recent bankruptcy fee packages reveal some firms are close to the $3,000 mark already. Wilson Sonsini Goodrich Rosati billed $2,720 an hour this year for top partners in the Rite-Aid bankruptcy. McDermott Will & Emery was charging top partners out at $2,590 hourly at the end of 2023 in the Mountain Express Oil Co. bankruptcy.

More firms will reveal their 2025 rate increases in bankruptcy court toward the end of the year.

In the Am Law 25 to 30 as a whole, Chuck Chandler, the CEO of Valeo Partners, projected that in 2025, there will be standard rate increases of about 10% to 13%.

The expected rate hikes represent an increase from 2023, when a cohort of 10 Am Law 50 firms announced rate increases of between 8% and 10% in bankruptcy court filings. The same group of firms raised rates between 10% and 15% in early 2023.

Standard billing rates are expected to increase in the Am Law 50 to $2,100 for senior partners and $1,900 for partners, per the Valeo data.

Rate increases are projected to be highest amongst senior partners, or those who have 25 years or more since their law school graduations, according to Chandler. Nine of the Am Law 50 firms currently have senior partner standard hourly rates of around $2,400 to $2,875, while 17 will be in that range by 2025, he said.

At the same time, discounts are not expected to increase, but, instead, will stay steady at around 12% to 13%, according to Valeo.

For associates, rate increases will be more notable among third-years. Currently, 16 of the Am Law 50 firms have third-year associates with rates over $1,000, but Valeo projects around half of the Am Law 50 to have rates of over $1,000 amongst this group by 2025.

Billing rates for first-year associates are approaching $1,000 at a handful of firms, with Paul, Weiss, Rifkind, Wharton & Garrison charging a minimum of $895 for associates in 2024, bankruptcy records show. Sullivan & Cromwell charges nearly as much—$850 hourly—for first-years.

Sullivan & Cromwell and Paul Weiss also have among the top rates for senior associates, with associates maxing out at $1,575 at Sullivan & Cromwell and $1,560 at Paul Weiss.

Some of the rate increases won't even wait until 2024 — they are happening next month. Two large law firms in the Am Law 30, along with four other firms in the Am Law 200, will change their firm-wide hourly rates effective October 1, 2024, Chandler said, again declining to name which ones.

Overall, rate hikes will be most dependent "on what happens with M&A, because that's going to be a huge driver" of rate increases, said Chandler in an interview.

A spate of law firm mergers could also contribute to rate increases into next year, he said. As it stands, more law firm mergers, both domestically and across borders, are expected into 2025, as firms compete harder than ever to scale.

Along similar lines, the cost of talent is also driving the billing rates calculus, as Big Law firms have zeroed in on high-profile, money-making lateral partners in 2024. Jennifer McIver, director of legal operations/industry insights for ELM Solutions and author of a report this month about law firm rate increases, noted the projected rates for partners and associates are not a surprise because of the cost now to retain and attract talent.

"In order to keep that profit margin you're going to have to have that retention [of talent], and the more people are willing to pay for it, the law firms are going to push for that," she said.

She said whether that trend breaks depends, at least in part, on whether corporate legal departments begin moving even more work to lower-cost firms or ask their firms to cap things like the rates they can charge for their associates' time. "So, it comes down to that push and pull," she said.

2024 Rate Growth

Firms are building off their rate hikes in the last year. According to Wells Fargo Legal Specialty Group's survey data, average standard rates rose by 8.8% year-over-year in the first half of 2024.

Rate growth continues to be the primary contributor to revenue growth, the bank said in August.

The report this month from Wolters Kluwer ELM Solutions also noted the median billing rate increase across the industry last year jumped from 1.9% to 4.0%, and that halfway through 2024, high-priced practices like finance and securities, real estate and corporate had notched mean rate increases of over 8%. The bankruptcy and collections practice area is trending with the highest increase, with a 2024 year-to-date mean rate increase of 10.4%, according to the report.

While there are "early signs" the pace of billing rate hikes writ-large may slow due to more active client pushback and transactional uncertainty, according to another report last week, firms may also become even more reliant on those rates to maintain profitability in the event of an economic slowdown.

Dan Roe contributed to this report.

PROOF OF SERVICE

I am over the age of 18 and not a party to the within action. My business address is 177 East Colorado Blvd., Suite 200, Pasadena, California 91105. On June 8, 2026, I served the following document(s) described as:

Declaration of Lonnie C. Blanchard III in Support of Motion for Preliminary Approval of Class, Collective, and PAGA Action Settlement

on interested parties in this action addressed as follows:

See below service list.

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 8, 2026.

Kale Morita

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Kale Morita

Service List

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