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Attorneys for Plaintiff ALDO RODRIGUEZ

on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – INGLEWOOD COURTHOUSE

ALDO RODRIGUEZ, on behalf of all others
similarly situated,

Plaintiff,

vs.

IMMUNITYBIO, INC.; and DOES 1
through 50, inclusive,

Defendant.

FILED

Superior Court of California
County of Los Angeles

06/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Rodriguez Deputy

Case No. 24TRCV02824

*[Assigned for all purposes to the Honorable
Tamara Hall, Dept. 5]*

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
PLAINTIFF'S CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND REQUEST FOR
ATTORNEY FEES AND COSTS**

*[Filed concurrently with Notice of
Unopposed Motion and Motion for Final
Approval of Class Action Settlement;
Memorandum of Points and Authorities in
Support of Motion for Final Approval;
Declaration of Haig B. Kazandjian;
Declaration of Aldo Rodriguez; Declaration
of Nathalie Hernandez of ILYM Group, Inc.]*

Final Approval Hearing:

Date: July 6, 2026

Time: 8:30 a.m.

Dept.: 5

Action Filed: August 22, 2024

FAC Filed: July 3, 2025

Trial Date: None Set

1 **ORDER AND JUDGMENT**

2 The motion brought by Aldo Rodriguez (herein “Plaintiff” or “Class Representative” or
3 “Representative Plaintiff”), for an order granting final approval of class action settlement came on
4 for hearing in Department 5 of the Inglewood Courthouse on July 6, 2026, at 8:30 a.m. This is a
5 wage and hour Class Action and Private Attorneys General Act (“PAGA”) representative action
6 brought against Defendant ImmunityBio, Inc. (herein referred to as “Defendant”).

7 The Court, having read the papers filed with regard to Plaintiff’s motion for final approval
8 of class action settlement and hearing argument regarding that motion, hereby issues this Final
9 Approval Order and FINDS, ORDERS AND ADJUDGES:

10 1. The Court has jurisdiction over the subject matter of this litigation and over all
11 parties to this Action, including the Participating Class Members, Aggrieved Employees, and the
12 Labor and Workforce Development Agency (“LWDA”).

13 2. The Court certifies the class for purposes of settlement. The class to whom this
14 judgment applies is defined as follows: all persons who are or were employed by Defendant
15 ImmunityBio, Inc. (“Defendant”) in California and classified as non-exempt hourly employees
16 who worked for Defendant during the Class Period of August 22, 2020 through January 6, 2026.

17 3. Participating Class Members means a Class Member who did not submit a valid
18 and timely request for exclusion from the Settlement.

19 4. The Class Period means the time period from August 22, 2020 through January 6,
20 2026.

21 5. “Action” means the Plaintiff Aldo Rodriguez’s lawsuit alleging wage and hour
22 violations against ImmunityBio, Inc. captioned Rodriguez v. ImmunityBio, Inc. initiated on
23 August 22, 2024, and pending in Superior Court of the State of California, County of Los
24 Angeles, Inglewood Courthouse, Case No. 24TRCV02824 (the “Rodriguez Action”).

25 6. “Operative Complaint” means the First Amended Complaint in the Rodriguez
26 Action, filed on July 3, 2025, adding class action claims to the PAGA only Complaint in Los
27 Angeles Superior Court, Case No. 24TRCV02824.

28 7. “Class Counsel” shall be deemed to be Haig B. Kazandjian Lawyers APC.

8. “Released Parties” collectively shall encompass Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

9. The Court finds that the Class Action and PAGA Settlement Agreement (the “Agreement”), was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the Settlement satisfies the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10. The Settlement Agreement is therefore finally approved and incorporated herein.

- a. The Gross Settlement Amount (“GSA”) is \$641,121.00.
- b. The Net Settlement Fund (“Net”) is \$348,258.10 (GSA minus the following):
- c. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys’ fees in the amount of \$224,392.35 and costs in the amount of \$22,520.55.
- d. The Court grants the requested Class Representative Service Payment of \$15,000.00 to Plaintiff Aldo Rodriguez
- e. The Settlement Administrator, ILYM Group, Inc. is awarded \$5,950.00 for its fees and services.
- f. The Court approves the PAGA payment of \$25,000.00 payable as follows:
 - i. \$18,750.00 (75% of \$25,000.00 PAGA Payment) payable to the LWDA.
 - ii. The Court approves payment of \$6,250.00 (25% of \$25,000.00 PAGA Aggrieved Employees Payment) payable to the Aggrieved Employees.
- g. In addition to the GSA, Defendant will be separately responsible for any employer payroll taxes required by law.

11. The Court orders the parties to the Settlement Agreement to perform forthwith each of their obligations as set forth according to the terms of the Settlement Agreement.

12. “Effective Date” means the date by when both of the following have occurred: (a)

the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

13. Funding of the Gross Settlement: Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

14. Distribution of GSA: Within 21 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

16. The Administrator will calculate each Individual Class Payment as follows: by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

17. Uncashed Checks: The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

18. The parties and the Settlement Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informs class members of all material elements of the proposed Settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

19. No objections to the Settlement were filed and no Class Members have requested to be excluded from the Class Action Settlement.

20. Accordingly, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows

- i. Release by Participating Class Members: all Class Members who have not opted out of the settlement shall fully release Defendant and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, predecessors,

successors, and assigns, and any other persons acting by through, under or in concert with any of them ("Releasees"), from any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaint in the Action, arising during the Class Period of August 22, 2020 through January 6, 2026, the date of preliminary approval of this Settlement. This includes known and unknown claims arising under California Labor Code sections 201; 202; 203; 204; 206; 226; 226.7; 226.8; 246; 432; 510; 512; 558; 558.1; 1174; 1182.12; 1194; 1194.2; 1197; 1197.1; 1198; 1198.5; 2753; 2800; 2802; 2698, et seq.; IWC Wage Order 1; IWC Wage Order 4; and the California Unfair Competition Law, Business and Professions Code section 17200 et seq., ("Released Claims"). Upon the final approval by the Court of this settlement, and except as to the right to enforce the terms and conditions the settlement, all Class Members who have not submitted a valid Request for Exclusion Form will fully release Defendant and Releasees from the Released Claims. The Parties stipulate that beyond the Gross Settlement Amount, Defendant shall not owe any further monies to the Settlement Class based upon the claims made in the Lawsuit.

ii. Release by Non-Participating Class Members and Participating Class Members Who Are Aggrieved Employees: All NonParticipating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, Defendant and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, predecessors, successors, and assigns, and any other persons acting by through, under or in concert with any of them ("Releasees"), from any and all claims for PAGA penalties that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaint in the Action and in the PAGA Notice, arising during the PAGA Period of June 17, 2023 through January 6, 2026, the date of preliminary approval of the Settlement. This includes known and unknown claims for penalties under PAGA arising under California Labor Code sections 201; 202; 203;

204; 206; 226; 226.7; 226.8; 246; 432; 510; 512; 558; 558.1; 1174; 1182.12; 1194; 1194.2;
1197; 1197.1; 1198; 1198.5; 2753; 2800; 2802; 2698, et seq.; IWC Wage Order 1; and
IWC Wage Order 4.

21. The Court bars and permanently enjoins Plaintiff, the Participating Class Members,
and Aggrieved Employees from asserting, instituting, or prosecuting, either directly or indirectly,
any settled claims which any class member or aggrieved employee had or has to the extent
provided in the Settlement Agreement.

22. The Parties are ordered to give notice of this order to all class members and
Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a
copy of this Order on the Settlement Administrator's website.

23. The Court hereby orders Class Counsel to submit this judgment and the order
granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision
(l)(3).

24. Recovery for Plaintiff and the Class Members in this Action is limited to what is
set forth in the Settlement Agreement and this Final Approval Order.

25. The recovery for attorneys' fees is limited to what is set forth in the Settlement
Agreement and approved by the Court in this Final Approval Order.

26. **The Court hereby orders Class Counsel to file a final Report re: Distribution
of the Settlement Funds to the Court by July 1, 2027. The Court sets a non-appearance case
management review for July 22, 2027, at 8:30 a.m., OR for _____, 2027 at
_____ a.m./p.m. in Department 5 at the Los Angeles Superior Court, Inglewood
Courthouse.**

27. Without affecting the finality of this Judgment and Order in any way, the Court
retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation
and enforcement of the Settlement Agreement pursuant to further orders of the Superior Court
until each and every act agreed to be performed by the parties hereto shall have been performed
pursuant to the Settlement Agreement; (2) any other action necessary to conclude this Settlement
and to implement the Settlement Agreement; and (3) the enforcement, construction, and

1 interpretation of the Settlement Agreement.

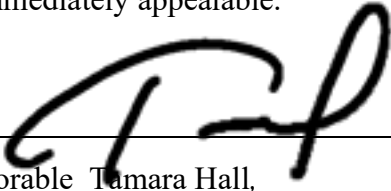
2 28. Neither this Order granting final approval and entering Judgment, nor the
3 settlement agreement on which it is based are an admission or concession by any party of any fault,
4 omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of
5 any claims in this action or a determination of any wrongdoing by any party. The final approval
6 of the Parties' Settlement will not constitute any opinion, position, or determination of this Court,
7 one way or the other, as to the merits of the claims or defenses of any party.

8 29. This Judgment and Order is intended to be a final disposition of the above-
9 captioned action in its entirety, and it is intended to be immediately appealable.

10 IT IS SO ORDERED.

11 Dated: 07/02/2026



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13 Honorable Tamara Hall,
14 Tamara Hall / Judge
15 Judge of the Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On June 10, 2026, I served the foregoing document(s) described as

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S *UNOPPOSED* MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFF'S CLASS REPRESENTATIVE SERVICE PAYMENT, AND REQUEST FOR ATTORNEY FEES AND COSTS

by method indicated below, on the interested parties in this action:

BARTKO, LLP
1100 Sansome Street
San Francisco, CA 94111
An Nguyen Ruda, Esq.
aruda@bzbm.com
Josia R. Jenkins, Esq.
jjenkins@bzbm.com

Attorneys for Defendant
IMMUNITYBIO, INC.

[X] **BY ELECTRONIC MAIL:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from melissa@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 10, 2026, at Glendale, California.

/s/ Aren Sukiasyan
Aren Sukiasyan