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FILED

By Superior Court of California, County of San Mateo
ON 01/18/2024

By /s/ Tovar, Priscilla
Deputy Clerk

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1/10/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

ALABAMA DOE 1, ALABAMA DOE 2,
INDIANA DOE, MISSOURI DOE, and
FLORIDA DOE, Individually, and on Behalf of
All Others Similarly Situated,

Plaintiffs,

vs.

GILEAD SCIENCES, INC.,

Defendant.

Case No.: 20-CIV-03699

SG

~~PROPOSED~~ AMENDED FINAL
APPROVAL ORDER AND JUDGMENT

1 On June 29, 2023 this Court heard the motion for final approval of the class action settlement by
2 Plaintiffs Alabama Doe 1, Alabama Doe 2, Indiana Doe, Missouri Doe, and Florida Doe (collectively,
3 “Plaintiffs or “Class Representatives”). This Court reviewed (a) the motion and the supporting papers,
4 including, the Amended Settlement Agreement (“Settlement Agreement”); (b) the motion for preliminary
5 approval of class action settlement and supporting papers; (c) the motion for attorneys’ fees, costs, and
6 class representative service awards and supporting papers; (d) any objections filed with or presented to
7 the Court; (e) Plaintiffs’ and Gilead Sciences, Inc.’s (“Defendant” or “Gilead”) (together with Plaintiffs,
8 “the Parties”) responses to any objections; and (f) counsels’ arguments. Based on this review and the
9 findings below, the Court finds good cause to grant the motion.

10 **FINDINGS:**

11 1. Unless otherwise specified, defined terms in the Settlement Agreement have the same
12 definition as used in this Final Approval Order and Judgment.

13 2. In its January 19, 2023 Order, the Court provisionally certified the Class for settlement
14 purposes and appointed Class Representatives.

15 3. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable,
16 and adequate, and that it satisfies the standards and applicable requirements for final approval of class
17 action settlements under California law, including the provisions of California Code of Civil Procedure
18 section 382 and California Rules of Court, Rule 3.769.

19 4. The Parties have adequately performed their obligations under the Settlement Agreement.

20 5. The Settlement Administrator provided notice to the Settlement Class Members in
21 compliance with Section 3 of the Agreement, California Code of Civil Procedure section 382, California
22 Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions, and any other
23 applicable law. The notice: (a) fully and accurately informed Settlement Class Members about the lawsuit
24 and Settlement; (b) provided sufficient information so that Settlement Class Members were able to decide
25 whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed
26 Settlement; (c) provided procedures for Settlement Class Members to file written objections to the
27 proposed Settlement, to appear at the Fairness Hearing, and to state objections to the proposed Settlement;
28 and (d) provided the time, date and place of the final Fairness Hearing.

1 6. There were no objections to the Settlement.

2 7. An award of \$1,333,333.33 in attorneys' fees to Co-Lead Class Counsel is fair and
3 reasonable in light of the nature of this case, Co-Lead Class Counsel's experience and efforts in
4 prosecuting this Action, and the benefits obtained for the Settlement Class.

5 8. An award of up to \$31,000 in reimbursement of Class Counsel's documented out-of-
6 pocket costs is fair and reasonable.

7 9. A service award to Plaintiffs Alabama Doe 1, Alabama Doe 2, Indiana Doe, Missouri Doe,
8 and Florida Doe in the amount of \$5,000 (each) is fair and reasonable in light of Plaintiffs' risks in
9 commencing this Action as Class Representatives, especially considering the risks to their personal
10 privacy in maintaining this Action, the time and effort spent by Plaintiffs in developing and litigating this
11 Action as the Class Representatives, and Plaintiffs' public interest service. Plaintiffs' service awards are
12 supported by the declarations of the Plaintiffs filed on July 11, 2023.

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

14 1. The Court finally approves the Settlement as set forth in the Settlement Agreement.

15 2. **Class Members.** For Settlement purposes, the Class Members are defined as "all persons
16 to whom a Mailer was sent by Gilead between April 15 and April 30, 2020, and that was not returned as
17 undeliverable by the United States Postal Service." (Settlement Agreement § 1.1(X).)

18 3. **Binding Effect of Order.** This Order applies to all claims or causes of action settled under
19 the Settlement Agreement and binds all Class Members.

20 4. **Release.** Plaintiffs and all Class Members are, upon the Effective Date, deemed to have
21 released and discharged the Released Parties from the Released Claims set forth in Section 6 of the
22 Settlement Agreement. Persons who timely and properly excluded themselves are not Class Members
23 and not bound by this Final Order.

24 5. **Class Relief.** The Settlement Administrator will issue a payment to each eligible Class
25 Member in accordance with Section 4 of the Settlement Agreement with the following modification. At
26 the Court's suggestion and by agreement of the Parties, any unused funds in the Net Settlement Amount
27 shall be distributed pro rata to every eligible Class Member and increase the amount of the \$100 base
28 payment. Pursuant to the Parties' agreement, any amounts remaining from uncashed checks shall be

1 redistributed via check or digital payment pro rata to Class Members who cashed their initial checks or
2 who received a digital payment. Such checks will remain negotiable for 120 days from the date they are
3 issued. Any amounts remaining after redistribution from uncashed checks will be paid to the *cy pres*
4 recipient, Positive Women’s Network-USA, in accordance with paragraph 4.8 of the Settlement
5 Agreement.

6 **6. Attorneys’ Fees and Costs.** Class Counsel is awarded \$1,364,333.33 total in fees
7 (\$1,333,333.33) and costs (not to exceed \$31,000) to be paid from the Settlement Fund pursuant to
8 paragraph 7.1 of the Settlement Agreement.

9 **7. Service Award.** Plaintiffs Alabama Doe 1, Alabama Doe 2, Indiana Doe, Missouri Doe,
10 and Florida Doe are awarded \$5,000 (each) as a service award to be paid from the Settlement Fund in
11 accordance with paragraph 7.2 of the Settlement Agreement.

12 **8. Settlement Administrator Costs.** The Court approves the payment to Kroll Settlement
13 Administration LLC, the Settlement Administrator, of \$236,528.24 to be paid from the Settlement Fund.

14 **9. Confidentiality Order.** The Court finds good cause to enter a protective order for the
15 purposes of protecting Plaintiffs’ and Class Members ongoing privacy interests. The Court therefore
16 orders that the Plaintiffs and Class Members shall not be required, absent a court order, to reveal their
17 participation in this matter as a named Plaintiff or as a Class Member. Specifically, Plaintiffs and Class
18 Members shall not be required to identify the Defendant, the case number, or the subject matter of this
19 Action absent a court order.

20 **10. Judgment.** The Court finds that there is no reason for delay and directs the Clerk to enter
21 judgment in accordance with the terms of this Order as of the date of this Order.

22 **11. Court’s Jurisdiction.** Pursuant to the Parties’ request, California Code of Civil Procedure
23 section 664.6, and California Rule of Court, Rule 3.769(h), the Court retains jurisdiction over this Action
24 and the Parties until final performance of the Settlement Agreement.

25 **12.** The Class Administrator shall post this Final Order and Final Judgment on the settlement
26 website, forthwith.

27 **13.** No later than 180 days from the Effective Date of this Amended Order, the Parties shall
28 file with the Court a status update as to (i) how the Settlement Fund moneys have been distributed, or the

1 status of the distribution if it is not yet completed; and (ii) a proposed amended judgment, including the
2 amount of the funds due to be distributed to the *cy pres* recipient, Positive Women’s Network-USA.
3 When the distribution is complete, the Court will amend its judgment pursuant to Code of Civil Procedure
4 section 384 to direct all residual funds to the *cy pres* recipient.

Electronically
SIGNED

5 DATED: 01/11/2024

By /s/ Greenberg, Susan
JUDGE OF THE SUPERIOR COURT

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