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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHRISTINA AWAD and SCOTT FORD,
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419

**DECLARATION OF SCOTT FORD IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: February 5, 2025

Time: 1:30 p.m.

Dept: H

DECLARATION OF SCOTT FORD

I, Scott Ford, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am one of the named plaintiffs in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. During the approximate period of October 2019 through August 3, 2023, I was employed by Defendant BioMarin Pharmaceutical Inc. (the “Company”) as a Facilities Coordinator/Planner. For the duration of my employment, I was a non-exempt, hourly employee.

3. As an employee of the Company, I believe that I was subject to numerous wage and hour violations. For example, I often did not receive compliant meal and rest periods. My breaks were frequently late, interrupted or missed entirely. Additionally, during workweeks when I earned meal/rest period premiums and nondiscretionary incentives, the Company appeared to pay the meal/rest period premiums at my base hourly rate of pay. Relatedly, during workweeks when I earned non-discretionary incentive compensation and sick pay wages, the Company also appeared to pay the sick pay at my base hourly rate. I also believe that the Company provided inaccurate wage statements. When the Company paid overtime and/or double overtime wages, the corresponding wage statements failed to identify the correct applicable hourly rate and/or hours for such wages. Rather, when the rate and hours shown on the wage statements are multiplied, it did not equate to the amount of wages being paid.

4. By filing a representative action lawsuit, I hoped that I might be able to change the Company’s policies to better protect the working conditions of my former co-workers. However, I did not make the decision to file a representative action lightly. I was concerned by the attention that a representative action lawsuit would attract in the workplace and the reputational harm that may result, including the perception that I am difficult to work with. I was also mindful that filing a representative action lawsuit could jeopardize my employment status. Although the lawsuit is justified, my current or prospective employer might find out that I sued the Company, and there is a risk of facing retaliation and strained relationships with colleagues and supervisors. Nevertheless, I felt that important rights were at stake that hurt

1 everyone, and something ought to be done about it.

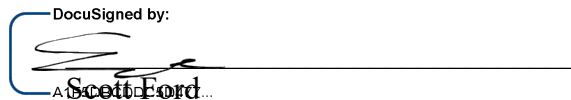
2 5. Additionally, I am aware and have been aware from the inception of the case, that
3 there is the risk that if I do not win this lawsuit, then I could be liable for Defendants' litigation
4 fees and costs. I also understand that filing a case on my own behalf could have involved fewer
5 costs and could have been resolved faster than filing a representative action. I accepted that risk
6 in this case. Thus, I filed this lawsuit with no guarantee of personal benefit.

7 6. I made it a priority to be actively involved because I wanted to do everything I
8 could to assist my attorneys in prosecuting this case. Over the course of the lawsuit, I invested a
9 significant amount of time in this case, including time spent: (1) participating in telephonic
10 meetings with my attorneys and their staff to discuss the case and review documents prepared on
11 my behalf; (2) reviewing case documents, such as the PAGA Notice and the Complaint; (3)
12 providing my attorneys with information and documents relevant to the meal and rest period
13 claim; (4) making myself available by telephone during a full-day mediation; (5) reviewing and
14 executing the Joint Stipulation of Settlement and Release ("Agreement" or "Settlement
15 Agreement") under the Private Attorneys General Act; and (6) reviewing and signing the
16 declaration submitted to this Court in support of the settlement.

17 7. Before signing the Settlement Agreement, I read the Agreement and discussed the
18 terms of the settlement with my attorneys. I believe that this settlement is fair, adequate, and
19 reasonable. I am glad that I had the opportunity to represent my former co-workers in this
20 lawsuit and that I was able to recover money through a settlement on their behalf.

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

23 Executed on this 6th day of January 2025, at Novato, California.

24 DocuSigned by:
25 
26 Scott Ford
27
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