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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

MARICELA HERNANDEZ ROJAS, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

AMGEN, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2024CUOE025580

Assigned for all purposes to:
Hon. Charmaine H. Buehner, Dept. 21

DECLARATION OF JOHN G. YSLAS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: May 8, 2025
Time: 8:30 a.m.
Dept.: 21

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC ("WLF"), counsel for Plaintiff Maricela Hernandez Rojas ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On May 31, 2024, Plaintiff filed the Class Action alleging Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; (8) failed to produce requested employment records; and (9) violated California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq*. in the Ventura Superior Court.

4. On June 12, 2024, pursuant to Labor Code §2699.3, subd. (a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1033559-24). On August 19, 2024, after the 65-day statutory period passed, Plaintiff filed the PAGA Action, alleging claims for penalties pursuant to Labor Code § 2699, *et seq*. in the San Francisco Superior Court. On September 25, 2024, the Parties stipulated for leave to allow Plaintiff to file a First Amended Complaint in the Class Action. On October 8, the Parties filed a Joint Stipulation to Dismiss the PAGA Action Without Prejudice. On October 9, 2024, Plaintiff filed a First Amended Complaint adding the PAGA claim to the Class Action Complaint.

5. The Parties subsequently participated in a private mediation with mediator David Rotman on December 3, 2024. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. With the help of Mr. Rotman, the Parties were able to reach an agreement on general settlement terms at mediation and executed a Memorandum of Understanding thereafter.

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6. The parties negotiated the terms of the Settlement over the next several months, which was finalized on February 18, 2025. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit 1**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties' proposed Class Notice.

7. On March 19, 2025, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the confirmation of submission my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

Investigation and Exposure Analysis

8. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. Plaintiff's Counsel assessed the value to the class claims using the documents and data Defendant produced in informal discovery, including class data providing the number of Class Members, the number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, Plaintiff's personnel file, employment handbooks and policies, and a random sampling of time and payroll records. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial.

9. Defendant's records show that there are approximately 2,776 Class Members, making joinder of all Class Members impracticable. Further, given the size and amount of each Class Members' claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweighs any potential recovery.

10. Plaintiff has alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices

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resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members are entitled to damages and/or penalties. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony.

11. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, my team and I evaluated Defendant's maximum exposure. We considered the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified.[1] After using the data Defendant provided, including Class Member timekeeping and payroll records, as well as Class Member demographics (i.e., the number of Class Members, Workweeks, and average total compensation of the Class), with the assistance of a statistics expert, we created a damages model to evaluate the realistic range of potential recovery for the class. The damages model is based on the following benchmarks:

Total Class Members: 2,776

Terminated Class Members during 3-year statute: 624

Total Workweeks: 303,284

Total Shifts Worked by the Class: 1,401,129

PAGA Pay Periods: 51,465

Avg. Hourly Rate: $42.37

12. Minimum and Overtime Wages: Plaintiff alleges that Defendant failed to pay for all hours worked, including minimum wages, straight time wages, and overtime wages, by requiring

[1] Defendant contends Plaintiff was bound by an arbitration agreement containing a class action waiver that required arbitration of Plaintiff's individual claims and would bar the proposed class claims. Therefore, the class-wide settlement provides substantial group-wide relief for claims that were uncertain.

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class members to work off-the-clock, unpaid.[2] For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, we estimate that Defendant's maximum potential exposure by assuming that all unpaid work time should have been paid at the overtime rate, not minimum or straight time wages, and we assumed that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in an estimate of $19,275,214.62 (303,284 workweeks * $42.37 hourly rate * 1.5 overtime rate * one hour of unpaid work per week), but we discounted this figure by 80% to account for the difficulty of prevailing on a motion for class certification and a trial on the merits because liability depends on whether Defendant knew or should have known that class members were working off-the-clock, yielding a realistic damage estimate of $3,855,042.92.[3]

13. Meal Periods: With respect to the meal period claim, Plaintiff alleges that Defendant required them and similarly situated class members to either work in lieu of taking meal periods, or their meal periods were untimely or interrupted. Amgen disputed Plaintiff's meal period claim because Amgen contended it maintained lawful written policies and, if non-exempt employees are unable to take a compliant meal period on a particular day, they have the ability, and are required, to self-assess a one-hour premium payment. Based on our investigation, we assumed that 28.1% of all shifts had a meal period violation. Potential liability for the meal period claim is $16,681,799.84 (1,401,129 shifts * $42.37 hourly rate * 28.1%). However, we discounted this figure by 80% to account for the difficulty of certifying and proving meal period claims, yielding a realistic damage estimate of $3,336,359.97.

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[2] Amgen contended that Plaintiff's off-the-clock claim lacked merit for numerous reasons, including that: (i) employees manually key-in all of their time entries and complete an attestation when they submit their time, confirming they accurately recorded all work time; (ii) the Company's timekeeping policy instructs employees to record time accurately, to the exact minute; and (iii) the Company's timekeeping and payroll records demonstrate that non-exempt employees recorded overtime hours in more than 31% of the workweeks during the Class , which belies any theory that employees somehow were pressured to work-off-the-clock

[3] A 80% discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 22% of all class actions were certified. *See* Class Certification in California, February 2010, available at http:// www4.courts.ca.gov/documents/classaction-certification.pdf.

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14. Rest Period: With respect to the rest period claim, Plaintiff alleges that Defendant required them and similarly situated class members to work in lieu of taking rest periods, or their rest periods were untimely or interrupted.[4] Assuming a 90% violation rate for the Class Period based on Plaintiff's and other Class Members' experience working for Defendant (even though our investigation strongly suggests that Plaintiff and Class members were not able to take any 10-minute rest breaks), Defendant's potential liability for the rest period claim is $53,429,252.16 (1,401,129 * $42.37 hourly rate * 90%); however, we discounted this figure by 90% to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period, yielding a realistic damage estimate of $5,342,925.22.

15. Reimbursements: Plaintiff alleges that Defendant failed to reimburse necessary business expenses.[5] Defendant's employees (including Plaintiff) were required to use their own personal cell phones for work-related purposes. Assuming a very conservative $10/workweek per employee for unpaid reimbursements, this results in a damage estimate of $3,032,840.00 ($10/workweek * 303,284 workweeks). Discounting this figure by 75% to account for the difficulty of certifying and proving unpaid reimbursements and necessary business expenses, yields a realistic damage estimate of $758,210.00.

16. In sum, we estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, rest period violations, and failure to reimburse business expenses is $92,419,106.62 ($19,275,214.62 in unpaid overtime + $16,681,799.84 for meal period violations + $53,429,252.16 for rest break violations + $3,032,840.00 for unpaid reimbursements), but after

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[4] Amgen contended it maintained lawful written policies, authorized and permitted employees to take compliant rest breaks, and instructed employees to record one-hour premiums for any non-compliant rest breaks. Amgen contended that when employees submit their hours worked, they attest that they either received all required meal and rest breaks or self-assessed one-hour premiums. Further, Amgen contended its payroll records reflect that employees heed that instruction; during the class period, the Company paid over $328,000 in meal and rest period premiums.

[5] Amgen denied the allegations and contended that all employees (including Plaintiff) received a monthly $50 stipend that covered any such expenses.

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factoring in the risk and uncertainty of prevailing at certification and trial, we estimate that Plaintiff's realistic estimated recovery for the non-penalty claims $13,292,538.11 ($3,855,042.92 for unpaid overtime + $3,336,359.97 for meal period violations + $5,342,925.22 for rest break violations + $758,210.00 for unpaid reimbursements).

17. Derivative and PAGA Penalties: With respect to Plaintiff's claims for statutory and civil penalties, Plaintiff estimates that Defendant's realistic potential liability is $13,292,538.11. While Defendant's maximum potential liability for waiting time penalties is $6,487,862.00 (assuming 30 days per terminated employee at 8.1 hours per day, based on the average hours per shift), $5,186,750.00 for inaccurate wage statements (based on $50 for the first violations and $100 for subsequent violations, with a $4,000 employee maximum), and $5,146,500.00 for PAGA violations based on the Court assessing a $100 penalty for initial violations for all 51,465 PAGA Pay Periods within the one-year statute, we believe that it would be unrealistic to expect the Court to award the full $16,821,112.00 in penalties given Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be $13,292,538.11, such a disproportionate award would also raise due process concerns. Weighing these factors and applying a discount of 80% to account for the risk and uncertainty of prevailing at trial, we arrived at $3,364,222.40 for statutory and civil penalties.

18. Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be $16,656,760.51 ($13,292,538.11 in damages for violations + $3,364,222.4 in statutory and civil penalties). This means that the $3,000,000.00 settlement figure represents 18.01% of the realistic maximum recovery ($3,000,000.00 / $16,656,760.51 = 18.01%). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

Plaintiff's Counsel's Qualifications

19. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

20. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

21. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

22. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

23. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

24. In late June 2022, I left Seyfarth Shaw and joined my current firm, The Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and

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hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Just since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **over $100 million** in settlements which are in the process of being finalized, and with numerous upcoming mediations scheduled. In those and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as those performed in the course of prosecuting this action.

25. I have received numerous awards for my legal work. For example, from 2015 to 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). have also served on numerous prominent boards and in other leadership positions, including currently serving as Southern California Regional President for the Hispanic National Bar Association and on the board of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of Angeles.

26. I have also published numerous blogs on labor and employment issues including on wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the "Employment Law Update" at a National Employment Law Council conference.

27. Samantha A. Smith is a Senior Attorney at WLF where her practice is focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the California Bar in December of 2004, and received a J.D. from University of California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her 20-year career to plaintiffs'-side class action litigation. Her wealth of experience includes

successful work on all stages of class action litigation, including class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court) (employee data breach*); Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers*); Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

28. Eugene Zinovyev is a Junior Partner at WLF. He graduated from the University of California-Berkeley with a Bachelor of Arts in Political Economy of Industrial Societies, and received his Juris Doctor from the University of California, San Francisco School of Law in 2009. He has practiced employment and wage and hour law since on both the plaintiff and defense sides. Mr. Zinovyev has tried multiple jury cases to verdict as well as numerous bench trials. He has also briefed published appellate court decisions in both state and federal court. Mr. Zinovyev is admitted to practice before all Federal District Courts in California as well as the 9th Circuit Court of Appeals. He is also a member of the California Employment Lawyers Association. He has mediated and settled dozens of class and representative actions as well as individual civil matters.

29. Gabriella Solé is a third-year Associate Attorney at Wilshire Law Firm, PLC. She

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was admitted to practice law in the State of California in 2022. Gabriella graduated from University of California, Los Angeles with a Bachelor of Arts in Sociology. She received her Juris Doctor from University of San Francisco, School of Law. During law school, she was a First Year Moot Court Director on the Moot Court Board. Since graduating, her practice has been mainly focused on wage and hour class action litigation.

30. Requested Service Payment for Plaintiff: The requested class representative service payment is reasonable and should be preliminarily approved. Throughout this case, Plaintiff assisted counsel in gathering evidence necessary to prosecute the claims, maintained regular contact with counsel, was available on the day of mediation to answer questions, and reviewed the Settlement to ensure it was fair to the Class. Rojas Decl. at ¶ 7. No action would likely have been taken by Class Members individually and no compensation would have been recovered for them, but for Plaintiff's services on behalf of the Class. By actively pursuing this action, Plaintiff furthered the California public policy goal of enforcing the State's wage and hour laws.

31. Attached hereto as **Exhibit 3** is a true and correct copy of the "not to exceed" bid from Apex Class Action Administration.

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

Executed on April 16, 2025 at Los Angeles, California.

John G. Yslas

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EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement" or "Agreement") is made by and between plaintiff Maricela Hernandez Rojas ("Plaintiff") and defendant Amgen Inc. ("Amgen"). Plaintiff and Amgen collectively are referred to in this Agreement as the "Parties."

I. RECITALS

A. On May 31, 2024, Plaintiff filed a complaint against Amgen in the Superior Court of the State of California, for the County of Ventura (the "Superior Court"), titled "*MARICELA HERNANDEZ ROJAS, individually and on behalf of all others similarly situated, Plaintiff, vs. AMGEN INC. and DOES 1 through 10, inclusive, Defendants*," 2024CUOE025580 (the "Action"), currently pending in the Superior Court. In the operative First Amended Complaint filed on October 9, 2024, Plaintiff asserts putative class claims and representative claims pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, against Amgen for alleged failure to pay all minimum, straight time, and overtime wages due; provide meal and rest periods; comply with California law regarding paid sick leave; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages due at time of discharge; furnish accurate itemized wage statements; reimburse all reasonable and necessary business expenses; or timely produce requested employment records.

B. On June 12, 2024, Plaintiff submitted to the California Labor and Workforce Development Agency (the "LWDA") notice of her claim under PAGA against Amgen.

C. On December 3, 2024, the Parties participated in a mediation presided over by David A. Rotman of Mediated Negotiations. During the mediation, each side, represented by its respective counsel, recognized the substantial risk associated with an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into at the mediation and any other agreements, understandings, or representations between the Parties.

D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Amgen that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the class on those claims, or as an admission by Plaintiff that Amgen's defenses in the Action have merit.

Based on these Recitals, the Parties agree as follows:

II. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Action" means the civil action titled "*MARICELA HERNANDEZ ROJAS, individually and on behalf of all others similarly situated, Plaintiff, vs. AMGEN INC. and DOES 1 through 10, inclusive, Defendants*," designated as No. 2024CUOE025580, and currently pending in the Superior Court of the State of California, for the County of Ventura.

B. "Amgen's Counsel" means Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP.

C. "Class" means all current and former employees who worked for Amgen in a non-exempt position in California at any time from May 31, 2020 through February 1, 2025.

D. "Class Counsel" means John G. Yslas, Samantha A. Smith, Eugene Zinovyev, and Gabriella Sole of the Wilshire Law firm.

E. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

F. "Class Members" means all members of the Class.

G. "Class Notice" means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

H. "Class Notice Packet" means the Class Notice (Exhibit A to this Agreement) and the Notice of Estimated Settlement Payment (Exhibit B to this Agreement).

I. "Class Period" means the period of time from May 31, 2020 through the earlier of February 1, 2025 or the date on which the Court grants preliminary approval of the Settlement.

J. "Class Representative Enhancement Payment" means the payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action.

K. "Final" means the last of the following dates, as applicable.

1. The last date on which a notice of appeal from the Judgment may be filed, and none is filed.

2. If a timely appeal from the Judgment is filed, the last of the following dates:

   a. the last date by which a petition for review by the California Supreme Court of the California Court of Appeal's decision affirming the Judgment may be filed, and none is filed;

   b. the last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed;

   c. if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

L. "Final Approval Hearing" means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.

M. "Gross Settlement Amount" means the total amount to be paid by Amgen as provided by this Agreement. The Gross Settlement Amount is $3,000,000.00 (Three Million Dollars), subject to the exception set forth in section III.J. of this Agreement. The Gross Settlement Amount will cover (a) all Individual Settlement Payments paid to Class Members and PAGA Group Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff's Class Representative Enhancement Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, and attending to the administration of the Settlement); and (e) the Settlement Administrator's fees and expenses. The Settlement is non-reversionary.

N. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibits D-1 and D-2 to this Agreement and incorporated by reference into this Agreement.

O. "LWDA Payment" means the 75% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.D.3. of this Agreement.

P. "Net Settlement Amount" means the amount from the Gross Settlement Amount that is available for distribution as Individual Settlement Payments to Class

Members after deductions for (a) the LWDA Payment; (b) the Class Representative Enhancement Payment; (c) the Class Counsel Fees and Expenses Payment; and (d) the Settlement Administrator's fees and expenses. The entire Net Settlement Amount will be distributed to Class Members. If any Individual Settlement Payment check is not timely cashed by a Class Member, the funds represented by the check will be sent to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

Q. "Notice of Estimated Settlement Payment" means the form that Class Members will receive that describes their estimated Individual Settlement Payment, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

R. "PAGA Group" means all Class Members who worked for Amgen in a non-exempt position in California at any time from June 12, 2023 through the earlier of February 1, 2025 or the date on which the Court grants preliminary approval of the Settlement.

S. "PAGA Group Members" means all members of the PAGA Group.

T. "PAGA Group Payment" means the 25% of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in section III.C.1.a. of this Agreement.

U. "PAGA Civil Penalties" means the $150,000.00 set aside from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA. Pursuant to California Labor Code § 2699(i), 75% of the PAGA Civil Penalties ($112,500.00) will be payable to the LWDA as the LWDA Payment, and the remaining 25% ($37,500.00) will be payable to PAGA Group Members as the PAGA Group Payment.

V. "PAGA Period" means the period of time from June 12, 2023 through the earlier of February 1, 2025 or the date on which the Court grants preliminary approval of the Settlement.

W. "Preliminary Approval of the Settlement" means the Superior Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree. An award by the Superior Court of lesser amounts than sought for the Class Representative Enhancement Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

X. "Settlement Administrator" means the third-party administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.

Y. "Individual Settlement Payment" means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement, and includes the Class Member's Class Member Payment and, if applicable, his or her pro rata share of the PAGA Group Payment.

Z. "Superior Court" means the Superior Court of the State of California in and for the County of Ventura.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, including but not limited to section III.F.6. and section III.J., the Gross Settlement Amount is $3,000,000.00 (Three Million Dollars). The Gross Settlement Amount will cover (a) all Individual Settlement Payments paid to Class Members and PAGA Group Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff's Class Representative Enhancement Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, and attending to the administration of the Settlement); and (e) the Settlement Administrator's fees and expenses.

B. **Employer's-Side Payroll Taxes**. Amgen's share of payroll taxes on the Wage Portion of the Individual Settlement Payments paid to Class Members shall be paid by Amgen separately from, and in addition to, the Gross Settlement Amount.

C. **Individual Settlement Payments.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Individual Settlement Payments from the Net Settlement Amount to Class Members as follows:

1. **Calculation.** The Settlement Administrator will calculate each Class Member's Individual Settlement Payment based on the following formula:

a. **PAGA Group Payments.** From the Gross Settlement Amount, $37,500.00 has been designated as the PAGA Group Payment. Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for Amgen in a position covered by the Settlement during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a pro rata share of the PAGA Group Payment.

b. **Class Member Payments**. After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Amgen in a position covered by the Settlement during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members.

2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the Settlement by submitting a "Request for Exclusion" to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Member Payment portion of his or her Individual Settlement Payment; and will not be included with those other Class Members counted for purposes of the calculation of the Class Member Payment portion of Individual Settlement Payments, except that all Class Members who are also PAGA Group Members will release the PAGA claims described in sections III.G.2. and III.G.3. and will receive a pro rata share of the PAGA Group Payment regardless of whether they opt out of the Settlement. The Class Member Payment portion of the Individual Settlement Payment that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all other Class Members.

3. **Tax Treatment.** The Individual Settlement Payments shall be reported to taxing authorities as follows:

   a. One-third (1/3) of each Individual Settlement Payment (the "Wage Portion") will be treated as a payment in settlement of the Class Member's claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.

   b. Two-thirds (2/3) of each Individual Settlement Payment (the "Non-Wage Portion") will be treated as a payment in settlement of the Class Member's claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.

   c. In the event that a Class Member who is also a PAGA Group Member timely and validly opts out of the Settlement and receives only the PAGA Group Payment portion of his or her Individual Settlement Payment, the entire Individual Settlement Payment (100%) will be treated as a payment in settlement of the Class Member's claims for penalties. Accordingly, the Individual Settlement Payment will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Individual Settlement Payment.

D. **Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Gross Settlement Amount:

1. **To Plaintiff.** In addition to Plaintiff's Individual Settlement Payment, Plaintiff will apply to the Superior Court for an award of not more than $10,000.00 as Plaintiff's Class Representative Enhancement Payment in consideration of initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action. Amgen will not oppose a Class Representative Enhancement Payment to Plaintiff of up to $10,000.00. The Settlement Administrator will pay the Class Representative Enhancement Payment approved by the Superior Court (but not more than $10,000.00) out of the Gross Settlement Amount. If the Superior Court approves a Class Representative Enhancement Payment of less than $10,000.00, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Enhancement Payment, and instead the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to this payment.

2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than $1,000,000.00 (One Million Dollars), one-third (1/3) of the Gross Settlement Amount, for attorneys' fees, and an amount not to exceed $30,000.00 for expenses, as their Class Counsel Fees and Expenses Payment, and Amgen will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded Class Counsel Fees and Expenses Payment, and Class Counsel beforehand will provide the Settlement Administrator with a completed Form W-9.

3. **To the LWDA.** The Parties will apply to the Superior Court for an LWDA Payment of $112,500.00 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. If the Superior Court approves an LWDA Payment of less than $112,500.00, the remainder will be retained in the Net Settlement Amount.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Gross Settlement Amount its reasonable fees and expenses as approved by the Superior Court.

E. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Apex Class Action to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to Class Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member opt-outs from the Settlement; providing the Parties with weekly status reports regarding the delivery of Class Notice Packets and receipt of Class Member objections to and opt-outs from the Settlement; calculating Individual Settlement Payments; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of Class Members' Individual Settlement Payments, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

F. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

a. Within a reasonable time after they finalize this Agreement, the Parties shall jointly file a motion with the Superior Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, and approving the Class Notice and the Notice of Estimated Settlement Payment (the "Motion for Preliminary Approval").

b. Prior to the date the Parties file with the Superior Court the Motion for Preliminary Approval, Plaintiff will timely submit to the LWDA the Settlement, and a copy of any other order providing for or denying an award of civil penalties, in compliance with section 2699(s)(2)-(3) of the California Labor Code. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and will request that the Superior Court adjudicate the validity of the notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.

c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a proposed order granting the motion in the form evidenced by Exhibit C to this Agreement.

d. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Enhancement Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet, which will include the Class Notice (completed to reflect the order granting preliminary approval of the Settlement) and the Notice of Estimated Settlement Payment, as follows:

a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, Amgen will provide to the Settlement Administrator the following information for each Class Member: name, last known mailing address, last known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the "Class Member Information"). If any or all of the Class Member Information is unavailable to Amgen, Amgen will use best efforts to deduce or reconstruct the Class Member Information prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator will keep confidential the Class Member Information and will not disclose it to anyone, except in order to carry out the reasonable efforts described in section III.F.2., or pursuant to Amgen's express written authorization or by order of the Superior Court.

b. Within fifteen (15) days after receiving the Class Member Information from Amgen, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address ("NCOA") database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Individual Settlement Payment; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

c. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Member Information and otherwise work with Amgen to find a more current address for the Class Member. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the re-mailing address for its own records and notify Class Counsel and Amgen's Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.

d. Each week, the Settlement Administrator will provide to Class Counsel and Amgen's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any objections to the Settlement, opt-outs from the Settlement and/or disputes regarding the Class Member Information.

e. In connection with the filing of the Parties' joint Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Requests for Exclusion from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must submit an objection to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's Notice Packet was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice

Packets); provided, however, that Class Members who wish to object to the Class Representative Payment or the Class Counsel Fees and Expenses Payment may do so by the deadline for opposing a motion for an award of those payments. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Amgen's Counsel, who shall then promptly file all such objections with the Superior Court. Class Counsel and Amgen's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packets (or, if applicable, no later than 60 days after the initial mailing in the circumstances described above). The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.

b. **Requests for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a written Request for Exclusion letter, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's Notice Packet was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packets). The Request for Exclusion is a letter prepared by the Class Member containing: (i) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature. If a question is raised about the authenticity of a Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion will not participate in or be bound by the Settlement and the Judgment, except that all PAGA Group Members will receive a portion of the PAGA Group Payment and will release the PAGA claims described in sections III.G.2. and III.G.3. regardless of whether they opt out. All Class Members who do not submit a valid Request for Exclusion in the manner and by the applicable deadline specified in this paragraph will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment.

c. **Report.** Not later than ten (10) days after the deadline for submission of objections and opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate written list of objections and opt-outs submitted by Class Members.

4. **Resolution of Disputes.** If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Payment, the Class Member must ask the Settlement Administrator to resolve the matter by returning the Notice of Estimated Settlement Payment with the information that he or she contends is correct, and including any documentation the Class Member has to support his or her contention, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets or 60 days after the mailing if the Class Notice Packet was returned as undeliverable and remailed. In the event of such a dispute, Amgen will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Amgen, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.

5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.

6. **Right of Amgen to Reject Settlement.** If five percent (5%) or more of Class Members, or a number of Class Members whose Individual Settlement Payments would be worth five percent (5%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, Amgen will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Amgen must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do by written notice to Amgen's counsel within ten (10) days after the deadline for submission of Requests for Exclusion. If Amgen exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If Amgen does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will separately move for an award of the Class Representative Enhancement Payment and the Class

Counsel Fees and Expenses Payment pursuant to the Settlement, which Amgen will not oppose.

7. **Additional Briefing and Final Approval.**

a. Not later than sixteen (16) court days before the Final Approval Hearing, the Parties will file with the Superior Court a Motion for Final Approval of the Settlement, the LWDA Payment, payment of the Settlement Administrator's reasonable fees and expenses, and for awards of the Class Representative Enhancement Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.

b. Not later than five (5) days before the Final Approval Hearing, Plaintiff and/or the Parties may file a reply in support of the Motion for Final Approval of the Settlement to the extent that any opposition to the motion is filed.

c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Amgen to pay the Gross Settlement Amount, except that Amgen will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Enhancement Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.

d. Together with the Motion for Final Approval, the Parties will present to the Superior Court for its approval and entry a Proposed Order Granting Final Approval of Settlement and a Proposed Final Judgment, in substantially the form evidenced by Exhibits D-1 and D-2 to this Agreement. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, Amgen, and their respective counsel hereby waive any and all rights to

appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Enhancement Payment or the Class Counsel Fees and Expenses Payment sought by them. An order or affirmance of such an order after appeal will not entitle Plaintiff or Class Counsel to avoid the Settlement. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Amgen will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Enhancement Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

10. **Timing of Settlement Payments.** Within three (3) days after the Settlement becomes Final as defined in this Agreement, the Settlement Administrator will provide Amgen with wire transfer information. Amgen will transfer the Gross Settlement Amount to the Settlement Administrator via wire transfer within twenty (20) days after the deadline for the Settlement Administrator to provide Amgen with wire transfer information. Within ten (10) days thereafter, the Settlement Administrator will pay to Class Members and PAGA Group Members the Individual Settlement Payments; to Plaintiff, the Class Representative Enhancement Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.

11. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Individual Settlement Payment check within one hundred and eighty

(180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Individual Settlement Payment check is not cashed within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Individual Settlement Payment within one hundred and eighty (180) days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

G. **Release and Waiver of Claims.**

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Enhancement Payment, Plaintiff's Individual Settlement Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final as defined in section II.K. and is fully funded as set forth in section III.F10., Plaintiff releases any and all known and unknown claims against Amgen and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (the "Released Parties"), and waives the protection of California Civil Code section 1542 ("Plaintiff's Released Claims").

2. **Class Members. In consideration for their awarded Class Member** Payments, as of the date the Settlement becomes Final as defined in section II.K. and is fully funded as set forth in section III.F.10., all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against the Released Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, during the Class Period, Amgen failed to pay all minimum, straight time, and overtime wages due; provide meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages at time of discharge; furnish accurate itemized wage statements; reimburse all reasonably and necessary business expenses; or timely produce requested employment records (the "Class Members' Released Claims"). The Class Members' Released Claims include but are not limited to claims brought under California Labor Code sections 98.6, 201-204, 210, 218.5, 218.6, 226, 226.7, 245 through

248.5, 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802; California Business and Professions Code sections 17200 et seq., the Industrial Welfare Commission Wage Order, the Fair Labor Standards Act, and any similar local or municipal laws. The Class Members' Released Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

3. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in section II.K. and is fully funded as set forth in section III.F.10., the State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties against Amgen and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA, including the allegations that, during the PAGA Period, Amgen failed to pay all minimum, straight time, and wages due; provide meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages due at time of discharge; furnish accurate itemized wage statements; reimburse all reasonable and necessary business expenses; or timely produce requested employment records (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245 through 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 et seq., 2699 et seq., 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, and 8397.4; California Business and Professions Code sections 16600, 16700, 17200 et seq., and the Industrial Welfare Commission Wage Order. All PAGA Group Members will release the Released PAGA Claims, and will receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

4. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses in this Action, other than those specified in this Agreement.

H. **No Effect on Other Benefits.** The Individual Settlement Payments will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or Class Members beyond those provided by this Agreement, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

I. **Confidentiality.** Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the motion for preliminary approval of the Settlement, Plaintiff and her attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration. If, before the filing of the motion for preliminary approval, Plaintiff or her attorneys disclose to any unauthorized party any of the terms of the Settlement except as required by law, or the Court, or to effect the Settlement, Amgen may rescind the Settlement, rendering it null and void.

J. **Unanticipated Increase in Covered Workweeks.** The Gross Settlement Amount was calculated based on the estimate that 2,776 Class Members worked a total of 303,284 Covered Workweeks during the Class Period. If the total number of Covered Workweeks increases by more than 5% (i.e. an increase of more than 15,164 Covered Workweeks), then Amgen shall have the option to either (1) increase the Gross Settlement Amount proportionally by the number of Covered Workweeks worked in excess of 5% (for example, if the final number of total Covered Workweeks increases by 10% over 303,284 Covered Workweeks, the Gross Settlement Amount will increase by 5%.); or (ii) end the Class Period and PAGA Period on the date that the number of Covered Workweeks exceeds 318,448.

K. **Miscellaneous Terms.**

1. **No Admission of Liability.**

a. Amgen denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, that the claims asserted in the Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Amgen. This Settlement and the fact that Plaintiff and Amgen were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only, and if for any reason the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) Amgen is liable to Plaintiff or the Class as Plaintiff alleges.

c. Whether or not the Judgment becomes Final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Amgen or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Amgen or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed

against any Party on the basis that the Party was the drafter or participated in the drafting.

7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

WILSHIRE LAW FIRM
John G. Yslas
Samantha A. Smith
Eugene Zinovyev
John Brown
Gabriella Sole
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Amgen:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Zachary P. Hutton
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947

10. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Intentionally left blank.]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 2/12/2025.

MARICELA HERNANDEZ ROJAS

Signed by:

B5B9A65511D34F8...

Dated: February 12, 2025.

WILSHIRE LAW FIRM

By: ______________________

John G. Yslas
Attorneys for Plaintiff
Maricela Hernandez Rojas

Dated: ______________________.

AMGEN INC.

By: ______________________

Kim Frailey
Amgen Inc.

Dated: ______________________.

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: ______________________

Zachary P. Hutton
Attorneys for Defendant
Amgen Inc.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ______________________. MARICELA HERNANDEZ ROJAS

____

Dated: ______________________. WILSHIRE LAW FIRM

By: __________________________
John G. Yslas
Attorneys for Plaintiff
Maricela Hernandez Rojas

Dated: 2/18/2025. AMGEN INC.

By: DocuSigned by: Kim Frailey 5223EA66521643E...
Kim Frailey
Amgen Inc.

Dated: 2/14/2025. SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: Signed by: Zach Hutton 9774F0B4B8A0492...
Zachary P. Hutton
Attorneys for Defendant
Amgen Inc.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All current and former employees who worked for Amgen Inc. ("Amgen") in a non-exempt position in California at any time from May 31, 2020 through February 1, 2025 (the "Class")

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY AMGEN. IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH AMGEN IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Settlement Payment is set forth in the Notice of Estimated Settlement Payment enclosed with this Class Notice**. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims as detailed in Section 7 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Settlement Payment.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator following the instructions in this notice. **If you request exclusion, you will not receive a Class Member Payment and you will not release the Class Members' Released Claims. However, if you are a PAGA Group Member, you will still receive a PAGA Group Payment and be bound by the release of the Released PAGA Claims.** More information and instructions are provided in Section 5 below.
Object	Write to the Court about why you do not agree with the Settlement and appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF VENTURA (THE "COURT") ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between plaintiff Maricela Hernandez Rojas ("Plaintiff") and defendant Amgen Inc. ("Amgen"), in the class action pending in the Court (the "Action").

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Amgen's records indicate that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

2. WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of Ventura, is titled "*MARICELA HERNANDEZ ROJAS, individually and on behalf of all others similarly situated, Plaintiff, vs. AMGEN INC. and DOES 1 through 10, inclusive, Defendants*," No. 2024CUOE025580.

In this Action, Plaintiff alleges that Amgen failed to pay all minimum, straight time, and overtime wages due; provide meal and rest periods; comply with California law regarding paid sick leave; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages due at time of discharge; furnish accurate itemized wage statements; reimburse all reasonable and necessary business expenses; or timely produce requested employment records.

Amgen denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Amgen agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Amgen that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims. On the contrary, Amgen denies any and all such liability, and maintains that it complied with all applicable laws.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

3. TIME PERIOD COVERED BY THE SETTLEMENT

The "**Class Period**" means the period of time from May 31, 2020 through February 1, 2025. You are a "**Class Member**" included in the Settlement if you fall within the following definition:

> All current and former employees who worked for Amgen in a non-exempt position in California at any time during the Class Period.

The "**PAGA Period**" means the period of time from June 12, 2023 through February 1, 2025. Class Members who worked for Amgen in a non-exempt position in California at any time during the PAGA Period are also "**PAGA Group Members**."

4. <u>WHAT WILL I RECEIVE FROM THE SETTLEMENT?</u>

a. Amgen will pay $3,000,000 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement.

b. The "Net Settlement Amount" is the amount from the Gross Settlement Amount that is available for distribution as Individual Settlement Payments to Class Members after deductions for payment to the California Labor and Workforce Development Agency (the "LWDA") for its share of the settlement of claims for civil penalties pursuant to the Labor Code Private Attorneys General Act ("PAGA"); the Class Representative Enhancement Payment; the Class Counsel Fees and Expenses Payment; and the Settlement Administrator's reasonable fees and expenses.

c. The Class Member Payment portion of the Individual Settlement Payment shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Group Members will receive the PAGA Group Payment portion of their Individual Settlement Payment regardless of whether they opt out of the Settlement.

d. The Individual Settlement Payment for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the Class Period, the number of pay periods the Class Member worked in a position covered by the Settlement during the PAGA Period (if any), and the amounts awarded by the Court for the PAGA Civil Penalties and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.

e. "Individual Settlement Payment" means the portion of the Net Settlement Amount that will be allocated to each Class Member under the Settlement. The Settlement Administrator will calculate each Class Member's Individual Settlement Payment as follows:

   i. **PAGA Group Payments.** From the Gross Settlement Amount, $37,500.00 has been designated as the "PAGA Group Payment." Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for Amgen in a position covered by the Settlement during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a pro rata share of the PAGA Group Payment.

   ii. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Amgen in a position covered by the Settlement during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members.

f. An approximation of your Individual Settlement Payment appears on your Notice of Estimated Settlement Payment accompanying this Notice. Your actual Individual Settlement Payment may be more or less than the amount set forth in your Notice of Estimated Settlement Payment once awarded. The Individual Settlement Payment and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You will be included in the Settlement and receive the Class Member Payment portion of your Individual Settlement Payment (if any) unless you opt out of the Settlement by mailing to the Settlement Administrator a signed "Request for Exclusion" letter, **postmarked no later than [45 days after mailing of this Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than [60 days after mailing of the initial Class Notice]). The Request for Exclusion must include your name, address, telephone number, and the last four digits of your Social Security number, and should state, in substance:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ROJAS V. AMGEN LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY INDIVIDUAL SETTLEMENT PAYMENT."

In addition, the Request for Exclusion must include your signature.

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive the Class Member Payment portion of your Individual Settlement Payment, and you will retain the right you may have, if any, to pursue a claim against Amgen. However, all PAGA Group Members (defined above) will be bound by the release of PAGA claims, and will receive the PAGA Group Payment portion of their Individual Settlement Payment, regardless of whether they opt out of the Settlement.

6. WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT PAYMENT IS INACCURATE?

The Court has appointed Apex Class Action to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members' Individual Settlement Payments and their entitlement to Individual Settlement Payments.

If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Payment, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Payment to the Settlement Administrator with the information that you contend is correct **postmarked no later than [45 days after mailing of this Class Notice]**. You should submit any documentary evidence that you have along with the form. After consulting with you, Class Counsel, and Amgen, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods (as applicable), and that determination will be final, binding on you and Amgen, and non-appealable.

7. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

a. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against the Released Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, during the Class Period, Amgen failed to pay all minimum, straight time, and overtime wages due; provide meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages at time of discharge; furnish accurate itemized wage statements; reimburse all reasonably and necessary business expenses; or timely produce requested employment records (the "Class Members' Released Claims"). The Class Members' Released Claims include but are not limited to claims brought under California Labor Code sections 98.6, 201-204, 210, 218.5, 218.6, 226, 226.7, 245 through 248.5, 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802; California Business and Professions Code sections 17200 et seq., the Industrial Welfare Commission Wage Order, the Fair Labor Standards Act, and any similar local or municipal laws. The Class Members' Released Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, the State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties against Amgen and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA, including the allegations that, during the PAGA Period, Amgen failed to pay all minimum, straight time, and wages due; provide meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages due at time of discharge; furnish accurate itemized wage statements; reimburse all reasonable and necessary business expenses; or timely produce requested employment records (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245 through 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 et seq., 2699 et seq., 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, and 8397.4; California Business and Professions Code sections 16600, 16700, 17200 et seq., and the Industrial Welfare Commission Wage Order. All PAGA Group Members will release the Released PAGA Claims, and will receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

c. **Class Representative Enhancement Payment.** Plaintiff will seek approval from the Court for a payment of $10,000 in consideration of initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action. This payment, which will be paid in addition to Plaintiff's Individual Settlement Payment, will be made out of the Gross Settlement Amount.

d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court award them $1,000,0000.00 or one-third (1/3) of the Gross Settlement Amount, whichever is greater, for attorneys' fees and up to $30,000.00 for their expenses incurred in connection with their work in this case. Amgen does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys' fees and expenses payment is finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Gross Settlement Amount.

e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid $112,500 out of the Gross Settlement Amount as the LWDA's share of the settlement of civil penalties (the "LWDA Payment"). This amount is subject to the Court's approval.

f. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, estimated to be no more than $21,290.00, will be paid out of the Gross Settlement Amount.

g. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

8. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court in the Action, and you will be deemed to have released the claims against Amgen and the other Released Parties as described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

b. **Notice of Estimated Settlement Payment.** The enclosed Notice of Estimated Settlement Payment provides the information based on which your Individual Settlement Payment will be calculated and an estimate of your Individual Settlement Payment if all Class Members participate and all payment amounts are awarded; your actual Individual Settlement Payment may be more or less. If the information in the Notice of Estimated Settlement Payment (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Payment must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of this Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than [60 days after mailing of the initial Class Notice]). It is your obligation to keep the Settlement Administrator informed of any changes to your mailing address until your Individual Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Individual Settlement Payment.

c. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must mail a written "Request for Exclusion" letter (described above), **postmarked no later than [45 days after mailing of this Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than [60 days after mailing of the initial Class Notice]). Any person who timely and properly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be eligible to receive an Individual Settlement Payment, and will not be included in calculating the Class Member Payment portion of the Individual Settlement Payment of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Amgen, except that all PAGA Group Members (defined above) will release the Released PAGA Claims described above and will receive the PAGA Group Payment portion of their Individual Settlement Payment regardless of whether they request to be excluded from the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Consistent with Amgen policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or requests to be excluded from the Settlement.

d. **Objecting to the Settlement.** If you do not submit a Request for Exclusion, you may object to the terms of the Settlement before final approval.

Any written objection must state your full name, current address, and current telephone number; contact information for any attorney representing you for purposes of your objection; all of your objections and their factual and legal bases; and whether you intend to appear at the final approval hearing; and must include any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection. Written objections to the Settlement must be mailed and postmarked by not later than **[45 days after mailing of this Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked by [60 days after mailing of the initial Class Notice]).

MAIL YOUR OBJECTION TO:

Rojas v. Amgen Settlement Administrator
c/o ____
[Settlement Administrator address]

If you choose to object to the Settlement, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so. Any attorney who intends to appear on behalf of an objecting Class Member must file a Notice of Appearance with the Court no later than **[45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than [60 days after mailing of the initial Class Notice]).

If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Individual Settlement Payment.

9. THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

WILSHIRE LAW FIRM
John G. Yslas
Eugene Zinovyev
Samantha Smith
Gabriella Sole
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

AMGEN'S COUNSEL

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Zachary P. Hutton
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947

DO NOT CALL THE COURT OR AMGEN'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on ______________, 2025, at __:__ a.m., in Department ___ of the Superior Court of California, County of Ventura, 800 South Victoria Avenue, Ventura, California 93009, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Enhancement Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **You do not need to appear at this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing and be heard as described in Section 8 above.

11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, County of Ventura, 800 South Victoria Avenue, Ventura, California 93009, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator. Reference the Rojas v. Amgen Wage and Hour Settlement.

PLEASE DO NOT CALL THE COURT OR AMGEN'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].

Exhibit B

NOTICE OF ESTIMATED SETTLEMENT PAYMENT

MARICELA HERNANDEZ ROJAS V. AMGEN INC.
VENTURA COUNTY SUPERIOR COURT CASE NO. 2024CUOE025580

Please complete, sign, date and return this Form to [ADMINISTRATOR CONTACT INFO] **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Estimated Settlement Payment:

According to Amgen's records:

(a) you worked __ workweeks for Amgen in a non-exempt position in California from May 31, 2020 through February 1, 2025;

(b) you worked __ pay periods for Amgen in a non-exempt position in California from June 12, 2023 through February 1, 2025.

Based on the above, your Class Member Payment is estimated at **$**____ and your PAGA Group Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at **$**____.

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____
____
____
____
____

If you dispute the above information from Amgen's records, Amgen's records will control unless you are able to provide documentation that establishes otherwise and that Amgen's records are mistaken. If there is a dispute about whether Amgen's information or your information is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the parties and the Settlement Administrator.

Date: ______________________ **Signature:** ______________________________________

Exhibit C

WILSHIRE LAW FIRM
JOHN G. YSLAS, Cal Bar No. 187324
EUGENE ZINOVYEV, Cal Bar No. 267245
JOHN BROWN, Cal Bar No. 233605
GABRIELLA SOLE, Cal Bar No. 346164
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
E-Mail: jyslas@wilshirelawfirm.com
ezinovyev@wilshirelawfirm.com
John.brown@wilshirelawfirm.com
Gabriella.sole@wilshirelawfirm.com

Attorneys For Plaintiff Maricela Hernandez Rojas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARICELA HERNANDEZ ROJAS, individually, and on behalf of all others similarly situated, Plaintiff, v. AMGEN INC., a Delaware corporation, and DOES 1 through 10, inclusive, Defendants.	Case No. 2024CUOE025580 **[PROPOSED] ORDER:** **(1) PRELIMINARILY APPROVING PROPOSED SETTLEMENT;** **(2) CONDITIONALLY CERTIFYING SETTLEMENT CLASS;** **(3) APPOINTING CLASS REPRESENTATIVE, CLASS COUNSEL, AND SETTLEMENT ADMINISTRATOR;** **(4) APPROVING CLASS NOTICE AND RELATED MATERIALS; AND** **(5) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT** Dept.: 21 Complaint filed: May 31, 2024 FAC filed: October 9, 2024 Trial date: None set

Exhibit C

The motion of plaintiff Maricela Hernandez Rojas ("Plaintiff") and defendant Amgen Inc. ("Defendant" or "Amgen" for Preliminary Approval of Class Action Settlement (the "Motion") came on regularly for hearing before this Court on __________________, ____ at ____:____ a.m. / p.m. The Court, having considered the proposed Settlement Agreement (the "Settlement") between Plaintiff and Defendant, attached as Exhibit 1 to the Declaration of ________ filed concurrently with the Motion; having considered the Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith, and any argument presented at the hearing on the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the Class, which is defined as follows:

> All current and former employees who worked for Amgen in a non-exempt position in California at any time from May 31, 2020 through February 1, 2025.

2. For purposes of the Settlement, the Court designates plaintiff Maricela Hernandez Rojas as Class Representative, and designates John G. Yslas, Samantha A. Smith, Eugene Zinovyev, and Gabriella Sole of the Wilshire Law Firm as Class Counsel.

3. The Court designates Apex Class Action as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval ("Class Notice"), and the Notice of Estimated Settlement Payment, attached as Exhibit A and Exhibit B, respectively, to the Settlement (collectively, the "Class Notice Packet").

Exhibit C

5. The Court finds that the form of notice to the Class Members regarding the pendency of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Class Members to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

8. The Court directs the Settlement Administrator to mail the Class Notice Packet to the Class Members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 45 calendar days' notice from the date of initial mailing for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes regarding the information shown on their Notices of Estimated Settlement Share.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 21 of this Court, located at 800 South Victoria Avenue, Ventura, California 93009, on __________________, 2025 at ____:____ a.m. / p.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, representative payment to Plaintiff, and settlement administration costs should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

expenses, Plaintiff's representative payment, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	**Date**
Amgen to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	___________________, 2025
Settlement Administrator to mail Class Notice Packets to Class Members no later than [14 days after receiving Class Member Information]:	___________________, 2025
Deadline for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes to the Settlement Administrator regarding information shown on Notices of Estimated Settlement Share [45 days after mailing of Class Notice Packets or 60 days if notice is returned as undeliverable and remailed] :	___________________, 2025 or _________________, 2025 for any notice returned as undeliverable and remailed
Deadline for Parties to file Motion for Final Approval of Class Action Settlement:	___________________, 2025
Final Approval Hearing:	___________________, 2025

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: ___________________, 2025

____
Judge of the Superior Court

WILSHIRE LAW FIRM
JOHN G. YSLAS, Cal Bar No. 187324
EUGENE ZINOVYEV, Cal Bar No. 267245
JOHN BROWN, Cal Bar No. 233605
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Attorneys For Plaintiff Maricela Hernandez Rojas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARICELA HERNANDEZ ROJAS, individually, and on behalf of all others similarly situated, Plaintiff, v. AMGEN INC., a Delaware corporation, and DOES 1 through 10, inclusive, Defendants.	Case No. 2024CUOE025580 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Dept.: 21 Complaint filed: May 31, 2024 FAC filed: October 9, 2024 Trial date: None set

Exhibit D-1

On ________, 2025, a hearing was held on the motion of plaintiff Maricela Hernandez Rojas ("Plaintiff") for final approval of her class settlement (the "Settlement") with Amgen Inc. ("Defendant" or "Amgen") and payments to the Labor and Workforce Development Agency ("LWDA") and the Settlement Administrator. ________ of the Wilshire Law Firm appeared for Plaintiff, and Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP appeared for Amgen.

The parties have submitted their Settlement, which this Court preliminarily approved by its order dated ________, ____ ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on ________, 2025, the Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The certification of the following Class is confirmed for the purpose of entering a settlement in this matter:

> All current and former employees who worked for Amgen in a non-exempt position in California at any time from May 31, 2020 through [the earlier of February 1, 2025 or the date on which the Court grants preliminary approval of the Settlement.]

2. The Settlement Administrator received __ valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests for exclusion are listed in Exhibit __ to the Declaration of [Settlement Administrator] filed on ________, 2025.

3. The Court confirms the appointment of plaintiff Maricela Hernandez Rojas as Class Representative, and of John G. Yslas, Samantha A. Smith, Eugene Zinovyev, and Gabriella Sole of the Wilshire Law Firm as Class Counsel.

Exhibit D-1

4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a Settlement Share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the final approval hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No Class Members objected to the Settlement as part of this notice process or stated an intent to appear at the final approval hearing.

5. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

6. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the proposed class, as defined in the definitions section of the Settlement, meets all of the legal requirements for class certification, and it is hereby ordered that the Class is finally approved and certified as a class for purposes of the Settlement.

7. [The Court overrules the objections raised by objecting Class Members.]

8. The Court further finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who have not opted out will be bound by the Settlement, except that PAGA Group Members (as defined in the Settlement, those who worked for Amgen during the applicable PAGA period (from June 12, 2023 through [the earlier of February 1, 2025 or the date on which the Court grants preliminary approval of the Settlement.]) will release the PAGA claims released in the Settlement, and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement. The Settlement is ordered finally approved,

and all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

9. The Court finds and determines that the settlement shares to be paid to the Class Members (including the Class Member Payments to be paid to Class Members who did not timely submit a valid Request for Exclusion and PAGA Group Payments to be paid to all PAGA Group Members), as provided for by the Settlement, are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts to be made to the Class Members out of the Net Settlement Amount in accordance with the Settlement.

10. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(l)(2), (l)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA, on the date the parties filed with the Court the motion seeking preliminary approval of the Settlement, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA.

11. The Court finds and determines that the resolution of the Released PAGA Claims and the PAGA Penalties Payment, which includes the payment to the LWDA of $112,500 and the aggregate payment to PAGA Group Members of $37,500 as their respective shares of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of the PAGA Civil Penalties be paid out of the Gross Settlement Amount in accordance with the Settlement.

12. The Court finds and determines that the fees and expenses of Apex Class Action in administrating the settlement, in the amount of $_____, are fair and reasonable. The Court hereby grants final approval to and orders that the payment of approximately that amount be paid out of the Gross Settlement Amount in accordance with the Settlement.

13. In addition to any recovery that Plaintiff may receive as her settlement share, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment of an incentive award to Plaintiff in the amount of $10,000. This shall be paid from the Gross Settlement Amount.

14. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys' fees to Class Counsel in the sum of $1,000,000.00 or one-third of the Gross Settlement Amount, plus costs and expenses in the amount of $[up to $30,000]. This shall be paid from the Gross Settlement Amount.

15. The Parties are hereby ordered to comply with the terms of the Settlement.

16. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: ___________________, 2025

____
Judge of the Superior Court

WILSHIRE LAW FIRM
JOHN G. YSLAS, Cal Bar No. 187324
EUGENE ZINOVYEV, Cal Bar No. 267245
JOHN BROWN, Cal Bar No. 233605
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Attorneys For Plaintiff Maricela Hernandez Rojas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MARICELA HERNANDEZ ROJAS, individually, and on behalf of all others similarly situated, Plaintiffs, v. AMGEN, INC., a Delaware corporation, and DOES 1 through 10, inclusive, Defendants.	Case No. 2024CUOE025580 **[PROPOSED] FINAL JUDGMENT** Dept.: 21 Complaint filed: May 31, 2024 FAC filed: October 9, 2024 Trial date: None set

Exhibit D-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Settlement Agreement and the Order Granting Final Approval of Settlement, plaintiff Maricela Hernandez Rojas ("Plaintiff"), and all members of the Class, shall take nothing by their complaint in this Action.

2. Without affecting the finality of this judgment in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

3. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the parties. The Court sets a compliance hearing date of ______________________, at __________ a.m. / p.m., and the written certification of the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

4. The Court finds that in consideration for their awarded Class Member Payment portions of their Individual Settlement Payments, as of the date the Settlement becomes Final and is fully funded, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Amgen Inc. ("Amgen") and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities ("Released Parties") that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from May 31, 2020 through February 1, 2025 (the "Class Period"), Amgen failed to pay all minimum, straight time, and overtime wages due; provide meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay

all wages at time of discharge; furnish accurate itemized wage statements; reimburse all reasonably and necessary business expenses; or timely produce requested employment records (the "Class Members' Released Claims"). The Class Members' Released Claims include but are not limited to claims brought under California Labor Code sections 98.6, 201-204, 210, 218.5, 218.6, 226, 226.7, 245 through 248.5, 510, 512, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802; California Business and Professions Code sections 17200 et seq., the Industrial Welfare Commission Wage Order, the Fair Labor Standards Act, and any similar local or municipal laws. The Class Members' Released Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

5. The Court finds that in consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties against Amgen and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA, including the allegations pursuant to PAGA that, from June 12, 2023 through February 1, 2025 (the "PAGA Release Period"), Amgen failed to pay all minimum, straight time, and wages due; provide meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during employment; timely pay all wages due at time of discharge; furnish accurate itemized wage statements; reimburse all reasonable and necessary business expenses; or timely produce requested employment records (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245 through 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 et seq., 2699 et seq., 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, and 8397.4; California Business and Professions Code sections 16600, 16700, 17200 et seq., and the Industrial Welfare Commission Wage Order. All PAGA Group Members will

release the Released PAGA Claims, and will receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

6. In consideration of Plaintiff's awarded Class Representative Enhancement Payment, Plaintiff's Individual Settlement Payment, and the other terms and conditions of the Settlement, as of the date the Settlement is Final and fully funded, Plaintiff releases the claims set forth in Section III.G.1 of the Settlement Agreement.

7. The parties shall bear his, her, its or their own respective attorneys' fees and costs except as otherwise provided in the Settlement, the Order Granting Final Approval of Settlement, and this Judgment.

The Court enters final judgment in the Action in accordance with the Settlement and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: ___________________, 2025 ___________________________________

Judge of the Superior Court

EXHIBIT 2

Samantha Smith, Esq.

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, April 16, 2025 1:17 PM
To: Samantha Smith, Esq.
Subject: Thank you for your Proposed Settlement Submission

04/16/2025 01:16:29 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Csamantha.smith%40wilshirelawfirm.com%7C5f75dbbfb9664353968408dd7d239c3f%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638804314094058187%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=y1RMqsxOrSeS3Oe1c7V329BlKTUNpWH02PC2Kl6jFGQ%3D&reserved=0

EXHIBIT 3

APEX

CLASS ACTION ADMINISTRATION

Quotation Request:		**Case Name:**	**Rojas v. Amgen**
Gabrielle Sole		Date:	Monday, February 10, 2025
Wilshire Law Firm, PLC		RFP Number:	45546001
gabriella.sole@wilshirelawfirm.com			
213.381.9988			

Prepared By:
Nick Day
Apex Class Action LLC
nickday@apexclassaction.com
949.563.6650

Settlement Specifications	
Estimated Class Size:	**2,776**
Certified Language Translation:	**No**
Static Settlement Website:	**Yes**
Percentage of Undeliverable Mail:	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	3	$375.00
Data Analyst	Per Hour	$150.00	3	$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$825.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.25	2,776	$3,470.00
USPS First Class Postage	Per Piece	$0.69	2,776	$1,915.44
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	555	$1,110.40
Receive and Process Undeliverable Mail	Per Hour	$75.00	2	$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	5	$375.00
NCOA Address Update (USPS)	Static Rate	$448.52	1	$448.52
			Sub Total:	$7,589.36
Project Management				
Project Management	Per Hour	$150.00	3	$450.00
Project Coordinator	Per Hour	$90.00	3	$270.00
Data Analyst and Reporting	Per Hour	$140.00	2	$280.00
			Sub Total:	$1,000.00

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$520.00	1	$520.00
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$1,020.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	4	$480.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.25	2,776	$3,470.00
USPS First Class Postage	Per Piece	$0.69	2,776	$1,915.44
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	278	$555.20
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	12	$1,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$9,790.64
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	3	$405.00
Project Management Reconciliation	Per Hour	$100.00	3	$300.00
Declarations	Per Hour	$120.00	3	$360.00
			Sub Total:	$1,065.00
			WILL NOT EXCEED:	**$21,290.00**

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.