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14 Attorneys for Maricela Hernandez Rojas,
15 individually and on behalf of others similarly
16 situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF VENTURA**

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

22 Plaintiff,

23 v.

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

26 Defendants.

Case No.: 2024CUOE025580

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

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Final Approval Hearing:

Date: September 12, 2025

Time: 8:20 a.m.

Dept: J4

Action Filed: May 31, 2024

DECLARATION OF STACEY SHIM

I, Stacey Shim, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Project Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned matter, *Maricela Hernandez Rojas vs. Amgen Inc.* On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex’s team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice of Proposed Class Action Settlement and Final Approval Hearing* and *Notice of Estimated Settlement Payment*, in English (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendant during the Class Period, as stated on their individualized Class Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as

1 mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

2 4. On May 13, 2025, Counsel for the Plaintiff Maricela Hernandez Rojas (“Plaintiff”)
3 provided Apex with the Court-approved content for the Class Notice Packet. Apex then generated a draft
4 of the formatted Class Notice Packet, which received approval from the Parties' Counsel before being
5 mailed.

6 5. On June 9, 2025, Counsel for Defendant provided Apex with the class data file,
7 comprising the names, social security numbers, last known mailing addresses, and the total number of
8 relevant workweeks and PAGA pay periods worked by each Settlement Class Member. The data file
9 was successfully uploaded to our database, where it underwent a thorough review to identify any
10 duplicates or potential inconsistencies. The “Class Member Information” consisted of a total of 2,971
11 individuals.

12 6. In preparation for the mailing process, all 2,971 names and addresses listed in the Class
13 Member Information underwent verification and updating against the National Change of Address
14 (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was
15 to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending
16 out the Class Notice Packet. The NCOA database contains records of requested address changes
17 submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the
18 mailing of the Class Notice Packet. However, in cases where no updated address was found in the NCOA
19 database, the original address provided by Counsel for Defendants was used for the mailing of the Class
20 Notice Packet.

21 7. On June 23, 2025, the Class Notice Packet was sent to all 2,971 individuals listed in the
22 Class Member Information using U.S First Class Mail. A copy of the mailed Class Notice Packet is
23 attached hereto as **Exhibit A**.

24 8. As of the date of this declaration, our office has received 86 returned Class Notice Packets
25 as undeliverable. Apex conducted a computerized skip trace on the 86 returned Class Notice Packets to
26 acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip-trace effort
27 resulted in obtaining 73 updated addresses, to which we promptly re-mailed the Class Notice Packets
28 via U.S. First Class Mail.

1 9. As of the date of this declaration, there have been 73 Class Notice Packets re-mailed as a
2 result of Apex's skip-tracing efforts.

3 10. As of the date of this declaration, 13 Class Notice Packets have been considered
4 undeliverable as no updated address was found despite conducting skip tracing.

5 11. As of the date of this declaration, Apex has received nine (9) requests for exclusion from
6 the following individuals: Calvin Kim, Chrisann Saladino, Christina Artiago, Eugene Zhou, Gustavo
7 Mora, Patricia Schillo, Deana Vesey, Jacqueline Winn, and Jessica Craven. The deadline for submitting
8 a request for exclusion from the Settlement was August 7, 2025.

9 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
10 The deadline for submitting a written objection to the Settlement was August 7, 2025.

11 13. As of the date of this declaration, Apex has received one dispute from a Class Member,
12 which is in the process of being resolved. The deadline for submitting a dispute was August 7, 2025.

13 14. As of the date of this declaration, Apex will report 2,962 participating Class Members,
14 constituting 99.69% of the total 2,971 Settlement Class Members.

15 15. The total number of workweeks worked by participating Class Members during the Class
16 Period is 318,745.00. The Settlement Agreement's escalator clause had been triggered due to an increase
17 in workweeks during the Class Period beyond the threshold provided for in Paragraph III.J of the
18 Settlement Agreement. The increase in workweeks beyond the threshold identified in Paragraph III.J
19 (297 workweeks) led to a proportional increase to the Gross Settlement Amount, equaling \$2,797.95
20 (297 workweeks multiplied by a \$9.42 workweek value). The new Gross Settlement Amount is
21 \$3,002,797.95. The Settlement Agreement defines the "Net Settlement Amount" as the amount from
22 the Gross Settlement Amount that is available for distribution as Individual Settlement Payments to Class
23 Members after deductions for the (a) LWDA Payment; (b) Class Representative Enhancement Payment;
24 (c) Class Counsel Fees and Expenses Payment; and (d) Settlement Administrator's fees and expenses.
25 The Individual Settlement Payments to Class Members include Class Member Payments, and if
26 applicable, PAGA Group Payments.

27 16. Pursuant to the Settlement Agreement, \$37,500.00 (25% of the PAGA Civil Penalties)
28 from the Net Settlement Amount will be allocated as the PAGA Group Payment. The PAGA Group

1 Payment will be allocated to PAGA Group Members regardless of whether they opt out of the class
2 settlement. PAGA Group Members cannot opt out of the PAGA portion of the settlement. There are
3 1,852 PAGA Group Members who worked a total of 58,307 pay periods during the PAGA Period.

4 17. The *highest* individual share of the PAGA Group Payment is approximately \$28.30, the
5 *average* individual share of the PAGA Group Payment is approximately \$20.24, and the *lowest*
6 individual share of the PAGA Group Payment is approximately \$0.64. Plaintiff's individual share of the
7 PAGA Group Payment is approximately \$0.00.

8 18. In accordance with the Settlement Agreement, the portion of the Net Settlement Amount
9 available to participating Class Members' for their Class Member Payments is estimated to be
10 \$1,793,429.74 and was calculated by subtracting the requested Class Counsel Fees (\$1,000,932.65), the
11 requested Class Counsel Expenses Payment (\$27,145.56), the requested Class Representative
12 Enhancement Payment (\$10,000.00), the requested Settlement Administrator's fees and expenses
13 (\$21,290.00), and the LWDA Payment (\$112,500.00) (i.e. the Net Settlement Amount) as well as the
14 PAGA Group Payment (\$37,500.00) from the Gross Settlement Amount (\$3,002,797.95).

15 19. The *highest* individual share of the Class Member Payment to a Class Member is currently
16 estimated to be \$1,372.87, the *average* individual share of the Class Member Payment to a Class Member
17 is currently estimated to be \$605.48, and the *lowest* individual share of the Class Member Payment to a
18 Class Member is currently estimated to be \$5.63. Plaintiff's individual share of the Class Member
19 Payment is approximately \$720.20.

20 20. Each Class Member's Individual Settlement Payment will consist of the individual's
21 share of the Class Member Payment, and if applicable, PAGA Group Payment. The *highest* Individual
22 Settlement Payment to a Class Member is currently estimated to be approximately \$1,401.24, the
23 *average* Individual Settlement Payment is currently estimated to be approximately \$617.10, and the
24 *lowest* Individual Settlement Payment is currently estimated to be approximately \$5.63. The portion of
25 the Individual Settlement Payments subject to employee-side tax and withholdings is outlined in the
26 Settlement Agreement.

27 21. Apex's comprehensive fees and costs for administering this Settlement, covering both
28 incurred and anticipated expenses, amount to \$21,290.00. Apex will proceed with additional tasks related

1 to this matter, such as calculating settlement award payments, issuing and mailing settlement award
2 checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually
3 agreed upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 19th day of August
6 2025, in Irvine, California.

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EXHIBIT A

Rojas v. Amgen, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619



Apex ID: 25AMGE1505 T14__PC3023



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 MAY 8, 2025, 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. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

- a. Amgen will pay \$3,016,853.62 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 August 7, 2025** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 22, 2025). 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 Administration 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 August 7, 2025**. 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 reasonable 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 \$10,000.00 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 \$1,005,617.87 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 August 7, 2025** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 22, 2025). 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 August 7, 2025** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 22, 2025). 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.
- e. 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 **August 7, 2025** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked by August 22, 2025).

MAIL YOUR OBJECTION TO:

Rojas v. Amgen Settlement Administrator
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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 **August 7, 2025** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than August 22, 2025).

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		AMGEN'S COUNSEL
WILSHIRE LAW FIRM John G. Yslas Eugene Zinovyev Samantha Smith Gabiella Sole	3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Telephone: (213) 381-9988 Facsimile: (213) 381-9989	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Zachary P. Hutton Four Embarcadero Center, 17 th 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 SEPTEMBER 12, 2025, at 8:30 a.m., in Department 21 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 1-800-355-0700.

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 Apex Class Action Administration **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 131 workweeks for Amgen in a non-exempt position in California from May 31, 2020 through February 1, 2025;

(b) you worked 0 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 **\$736.31** and your PAGA Group Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at **\$0.00**.

(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: _____

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN AUGUST 7, 2025 OR AUGUST 22, 2025 IF THIS NOTICE IS RETURNED AS UNDELIVERABLE AND REMAILED.