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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*, v. AMGEN, INC., a Delaware corporation; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 2024CUOE025580 *[Assigned for All Purposes to the Hon. Charmaine H. Buehner, Dept. J4]* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Final Approval Hearing: Date: September 12, 2025 Time: 8:20 a.m. Dept.: J4

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 12, 2025, at 8:20 a.m., or as soon thereafter as the matter may be heard in Department J4 of the above-entitled Court located at 4353 E. Vineyard Avenue, Oxnard, California 93036, Plaintiff Maricela Hernandez Rojas ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting final approval of the proposed Settlement Agreement;
2. Awarding Class Counsel attorneys' fees in the amount of $1,000,932.65 and reimbursement of litigation costs in the amount of $27,145.56;
3. Awarding Plaintiff a Class Representative Enhancement Payment in the amount of $10,000.00;
4. Awarding $21,290.00 to Apex Class Action, LLC ("Apex") for its settlement administration expenses; and
5. Approving allocation of $150,000.00 as civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($112,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% of which ($37,500.00) will be distributed to PAGA Group Members based on the number of pay periods worked during the PAGA Period.

This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the Declaration of John G. Yslas, the Declaration of Stacey Shim, the Declaration of Maricela Hernandez Rojas, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Dated: August 20, 2025 **WILSHIRE LAW FIRM, PLC**

By: /s/ Courtney M. Miller
Courtney M. Miller
Attorneys for Plaintiff
Maricela Hernandez Rojas

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I. INTRODUCTION

Plaintiff Maricela Hernandez Rojas ("Plaintiff") seeks final approval of a non-reversionary Gross Settlement Amount of $3,002,797.95. The Settlement Agreement ("Settlement") provides that the deductions will be made from the Gross Settlement Amount as follows:

1. Attorneys' fees up to one third (1/3) of the Gross Settlement Amount;
2. Litigation costs up to $30,000.00;
3. A Class Representative Enhancement Payment up to $10,000.00;
4. Settlement administration expenses up to $21,290.00; and
5. Civil penalties in the amount of $150,000.00 for claims under the Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($112,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA), and 25% of which ($37,500.00) will be distributed to PAGA Group Members based on the number of pay periods worked during the PAGA Period. *See* Settlement §§ II.U.; *see also* Declaration of Stacey Shim ("Shim Decl.") at ¶ 16.

After all deductions are made, the Net Settlement Amount will be distributed to 2,962 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the "Motion") ("Participating Class Members" or "Settlement Class Member") based on the number of weeks worked during the Class Period. Shim Decl. at ¶ 14-15.

The proposed Settlement is a product of diligent efforts, litigation, arm's length negotiations, and informal discovery that resulted in the best possible outcome for the Class. By resolving this matter now, Class Members will receive a guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial.

As of the filing of this Motion, there have been no objections to the Settlement and nine (9) requests for exclusion. Shim Decl. at ¶¶ 11-12. Participating Class Members will receive an average individual share of the Class Member Payment of $605.48, with the highest payout reaching $1,372.87. Shim Decl. at ¶ 19. PAGA Group Members will receive an average individual share of the PAGA Group Payment of $20.24, with the highest payout reaching

$28.30. Shim Decl. at ¶ 17. Plaintiff's estimated individual share of the Class Member Payment is approximately $720.20 and her estimated individual share of the PAGA Group Payment is $0.00 because she did not work for Defendant PAGA Period. Shim Decl. at ¶ 17, 19. In light of the favorable response from the Class, and the facts and law set forth below as well as in the motion for preliminary approval, Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to participating Class Members; and (4) approving payments for Class Counsel Fees, Class Counsel Expenses, the Class Representative Enhancement Payment, the Settlement Administrator's costs, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

In deciding whether to grant final approval of a class action settlement, California courts consider whether the settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). In evaluating whether a settlement is fair, adequate, and reasonable, courts evaluate the following factors: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity and duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of class members to the proposed settlement. *Id.*

A. A Presumption of Fairness Exists

While the burden is on the proponent to demonstrate that a proposed settlement is fair, adequate, and reasonable, "a presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation is sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Id.* at 1802.

At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm's length bargaining with the assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through informal discovery and an analysis of Class Members' time data and payroll records and policy documents pertaining to Plaintiff's claims; and (3) Plaintiff's Counsel is experienced in similar litigation. *See* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas MPA Decl.") filed April 16, 2025, at ¶¶ 5-6, 8, 19-29. As of the filing of this Motion, only nine (9) Class Members have opted out and none have objected. *See* Shim Decl. at ¶¶ 11-12. Therefore, the Court can confidently conclude that a presumption of fairness exists.

B. The Strength of Plaintiff's Claims, and the Risks, Expense, Complexity, and Likely Duration of Further Litigation as a Class Action Through Trial

Courts are not required to ensure that a settlement maximizes the value of released claims with mathematical precision. "[T]he test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 250 (2001), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 269-270 (2018); *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1150 (2000) ("the merits of the underlying class claims are not a basis for upsetting the settlement of a class action; the operative word is 'settlement.'"). The relevant circumstances include the strengths and weaknesses of plaintiffs' claims and the risks they faced in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

Here, Plaintiff presented sufficient information at preliminary approval regarding the number of class members and an estimate of the maximum value of each of the claims alleged. *See* Yslas MPA Decl. at ¶¶ 9-18. Plaintiff has also described in detail the risks the Class faced in litigation and the strengths and weaknesses of each of the claims. *See id.* Amgen denied Plaintiff's allegations, and Plaintiff noted potential difficulties in obtaining class certification and succeeding on the merits at trial. *See id*. The factual record here is sufficiently developed to allow the Court to independently satisfy itself "that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Munoz v. BCI Coca-Cola Bottling Co. of*

Los Angeles, 186 Cal.App.4th 399, 410 (2010).

C. The Amount Offered in Settlement

The Settlement provides for a $3,002,797.95 Gross Settlement Amount ("GSA") to be distributed among the 2,962 Class Members who did not opt out as of the date of this filing. Shim Decl. at ¶¶ 14-15. The Settlement Agreement's escalator clause was triggered due to an increase in Covered Workweeks during the Class Period beyond the threshold provided for in Paragraph III.J of the Settlement Agreement and Defendant elected to increase the GSA proportionally by the number of Covered Workweeks worked exceeding 5%. *Id*. at ¶15. The increase in workweeks beyond the 5% threshold (a total of 297 workweeks) increased the GSA by $2,797.95, resulting in the total amount of $3,002,797.95. *Id.* The GSA will be used to pay Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Enhancement Payment, and the fees and expenses of Apex Class Action, LLC ("Apex") for its administration of the Class Notice Packet and settlement funds. *Id*. at ¶ 15. The Settlement also allocates $150,000.00 from the GSA to civil penalties under PAGA. *See* Settlement Agreement at § III.U; *see also* Shim Decl. at ¶ 16, 18. After all deductions are made, the portion of the Net Settlement Amount available to Participating Class Members' for their Class Member Payments is estimated to be $1,793,429.74, which will be distributed to Participating Class Members according to the number of Workweeks they worked for Defendant during the Class Period. *See* Settlement Agreement at §§ II.P, II.Y, III.A, III.C.1.

The Settlement Administrator has calculated a total of 318,745 Workweeks in the Class Period. Shim Decl. at ¶ 15. As a result, the average recovery for Participating Class Members is $605.48, and the highest payout is $1,372.87. *Id*. at ¶ 19. Weighing the potential value of the class claims against the risk and expense of trial, the Settlement provides substantial t relief in light of the potential risks associated with seeking a class judgment.

D. The Extent of Discovery Completed and the Stage of the Proceedings

Class Counsel sufficiently investigated the alleged claims, applicable law, and potential defenses. *See* Yslas MPA Decl. at ¶ 8. Specifically, Class Counsel assessed the value of the claims using data and documents provided by Defendant in informal discovery, which included policy documents and timekeeping and payroll records. *Id*. Following a complete analysis of this information, the Parties attended mediation on December 3, 2024, with an experienced mediator. *Id.* at ¶ 5. The Parties negotiated the terms of the Settlement over the next several months and finalized the terms of the Settlement on February 18, 2025. *Id.* at ¶ 6.

E. The Experience and Views of Counsel

Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Yslas MFA Decl.") at ¶ 3. Class Counsel prosecutes wage and hour cases, including class and representative actions. *Id*. at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and has successfully resolved cases involving similar issues presented in this matter. *Id*. at ¶¶ 4-17. Class Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on Class Counsel's prior experience litigating these types of cases. *Id*. at ¶ 22.

F. The Presence of a Government Participant

The LWDA has received the required notice of this Settlement. On June 12, 2024, Plaintiff provided notice to the LWDA of her intention to proceed with a representative action under PAGA. Yslas MPA Decl. at ¶ 4. The Settlement provides for the payment of $150,000.00 in civil penalties, 75% of which ($112,500.00) will be paid to the LWDA, and 25% of which ($37,500.00) will be paid to PAGA Group Members based on the number of pay periods worked during the PAGA Period. *See* Shim Decl. at ¶ 16, 18; *see also* Settlement Agreement at §§ II.U, III.C.1.a. Plaintiff submitted a copy of the Settlement Agreement to the LWDA on March 19, 2025. Yslas MPA Decl. at ¶ 7, Exhibit 2. The LWDA has not responded to or objected to the Settlement. Yslas MFA Decl. at ¶ 22.

G. The Reaction of Class Members to the Proposed Settlement

Class Members' reaction to the Settlement has been favorable. A court may properly infer that a class action settlement is fair, reasonable, and adequate when few class members object to or opt out of it. *Lealo v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 51 (2000).

When the Court granted preliminary approval, it also approved the method of providing notice to Class Members. Following a search of the National Change of Address database, Apex mailed the Class Notice Packet to all Class Members on June 23, 2025. Shim Decl. at ¶¶ 6, 7. The Class Notice Packet informed Class Members of the terms of the Settlement, the amount of their individual settlements and how those amounts were calculated, their right to either participate in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date, time, and place of the hearing on Plaintiff's Motion for Final Approval and instructions to be heard at the hearing. *Id.* at ¶ 7, Exhibit A. In response to the Class Notice Packet, Apex has received nine (9) requests for exclusion from Class Members, zero (0) objections from any Class Members, and one (1) Workweek dispute from a Class Member, as of the date of the filing of this Motion. *Id*. at ¶¶ 11-13. Class Members' favorable response to the Settlement further supports final approval.

III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE APPROVED

There are two (2) primary methods of determining a reasonable attorney fee in the context of class action litigation. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016). The percentage-of-recovery method calculates the fee as a percentage of a common fund recovered on behalf of the class. *Id*. The lodestar method calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate, which amount then may be adjusted based on other factors. *Id*. In *Laffitte*, the California Supreme Court held that trial courts have the discretion to choose between the two (2) calculation methods. *Id*. at 504. Trial courts also have the discretion to blend the two (2) fee calculation methods, using one method to "cross-check" the reasonableness of the other's result, but a cross-check is not required. *Id*. 506.

A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-of-Recovery Method

The ultimate purpose of the percentage-of-recovery method is to "spread the attorney fee among all the beneficiaries of the fund." *Id*. at 503. The California Supreme Court recognized that the percentage-of-recovery method has many advantages, "including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citation] . . .” *Id*.

The requested fee award (33 1/3% or one-third of the GSA) is consistent with the average fee award in class actions. *See*, *e.g.*, *Roos v. Honeywell Int’l, Inc.*, 241 Cal.App.4th 1472 (2015) (fee award of 37.5% was not an abuse of discretion), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08-CV-821-IEG, 2010 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%). Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s lodestar supports the reasonableness of the requested fee. The lodestar is determined by multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.” *Id*. The factors that can be considered include “the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances in the case.” *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted). Additionally, Courts utilize “multipliers” to account for the risk of taking on cases where there is no guarantee of recovery, uncertainties as the amount that will be recovered, uncertainty as to the cost of litigating the case (both in effort and expenses), and uncertainty about how much time will pass before the recovery is obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001); *see also* *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (approving the adjustment of the lodestar figure based on factors specific to the case to ensure fair market value for legal services provided on a contingency basis). Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. *Ketchum*, 24 Cal.4th at 1133.

Generally, "[m]multipliers can range from 2 to 4 or even higher." *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th at p. 255 (2001); *see also Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n.6 (9th Cir. 2002) ("most" common fund cases apply a multiplier of 1.0-4.0); *Laffitte v. Robert Half Int'l*, 231 Cal. App. 4th 860, 881-82 (2004) (affirming a 2.13 multiplier after finding that "2 to 4" is a reasonable range for multipliers on a cross-check). Here, the application of a 2.98 multiplier supports Class Counsel's fee request of $1,002,785.38. Yslas MFA Decl. at ¶¶ 18-19.

The risk factors present in this case favor the application of a 2.98 multiplier. *Id*. at ¶ 19. To begin, Class Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. *Id*. And, while Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiff may not succeed at class certification and/or trial. *Id*.; *see* Yslas MPA Decl. at ¶¶ 11-18. Any of these obstacles could have prevented recovery completely, meaning Class Counsel would have been left with no compensation for all the time and money invested in litigating this case. Yslas MFA Decl. at ¶ 19. Despite these risks, Class Counsel took this case on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. *Id*. Consequently, Class Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain. *Id*. Moreover, Class Counsel's hourly rates are comparable to those charged by other class action counsel. Yslas MFA Decl. at ¶ 16. The total hours expended on this action were reasonable and in line with comparable cases. *Id*. Class Counsel spent 326.1 hours in prosecuting this action, which were divided among the attorneys working on this case according to skill level. *Id.* at ¶¶ 17-19. Multiplying the total hours expended by Class Counsel by their reasonable hourly rates yields a lodestar of $336,880.00. *Id*. at ¶ 18. The hours expended by each attorney were reasonable and not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. *Id*.

Considered against the risks of continued litigation, and the importance of advocating for employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class. Class Counsel's fee request is fair and reasonable and should be approved. Accordingly, Class Counsel respectfully requests the Court approve their $1,002,785.38 fee request.

IV. THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE APPROVED

The Settlement permits Class Counsel to seek reimbursement of litigation costs in an amount up to $30,000.00. The actual costs incurred are $27,145.56, therefore Class Counsel is seeking reimbursement of $27,145.56. Yslas MFA Decl. at ¶ 20, **Exhibit 1**. Since Class Counsel's costs do not meet the maximum of $30,000.00, the remaining $2,854.44 will revert to the Net Settlement Amount. *Id*. These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id*.

V. THE REQUESTED SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED

Plaintiff also requests that she be awarded a service payment of $10,000.00 for her role in obtaining the Settlement. In evaluating a service payment, the Court may consider: "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

Here, Plaintiff provided a declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff's

Motion for Final Approval of Class Action and PAGA Settlement detailing the risk she faced in bringing the suit, the notoriety and personal difficulties she encountered, the amount of time and effort she spent on this litigation, the duration of this litigation, and the personal benefit she will receive as a result of the litigation. *See generally* Declaration of Maricela Hernandez Rojas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on April 16, 2025, and Declaration of Plaintiff Maricela Hernandez Rojas in Support of Motion for Final Approval of Class Action and PAGA Settlement filed concurrently herewith. Plaintiff should be adequately compensated for her role in obtaining in this Settlement.

Additionally, no Class Members objected to the amount of additional compensation sought by Plaintiff. As such, the award is reasonable in light of the substantial benefits Plaintiff conferred upon the settlement class.

VI. THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED

The Parties agreed to hire Apex as the Settlement Administrator in this case and the Court approved this choice at preliminary approval. The Settlement Administrator was responsible for (i) preparing, translating, printing, and mailing the Class Notice Packet to Class Members; (ii) responding to inquiries from Class Members; (iii) reviewing the Workweeks worked by Class Members during the Class Period and the pay periods worked by PAGA Group Members during the PAGA Period; (iv) determining the validity of requests for exclusion, objections, and/or disputes from Class Members regarding the number of Workweeks; (v) and calculating the Net Settlement Amount. Shim Decl. at ¶ 3. Following final approval, Apex's duties will continue in order to calculate and mail payments to Settlement Class Members and PAGA Group Members, disburse other payments as ordered by the Court, and perform such other duties described in the Settlement. *Id*. The requested amount of $21,290.00 for services rendered and to be rendered is therefore fair and reasonable.

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VII. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement, approve Class Counsel's attorneys' fees in the amount of $1,002,785.38 and reimbursement of litigation costs in the amount of $27,145.56, the Class Representative Enhancement Payment in the amount of $10,000.00, civil penalties under PAGA in the amount of $150,000.00, and settlement administration costs for Apex in the amount of $21,290.00.

Dated: August 20, 2025

WILSHIRE LAW FIRM, PLC

By: /s/ Courtney M. Miller
Courtney M. Miller
Attorneys for Plaintiff
Maricela Hernandez Rojas