

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**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]*

[PROPOSED] FINAL JUDGMENT

Final Approval Hearing:

Date: September 12, 2025

Time: 8:20 a.m.

Dept.: J4

Action Filed: May 31, 2024

1 The Parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor, IT IS HEREBY ORDERED,
3 ADJUDICATED AND DECREED THAT:

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

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

11 3. Upon completion of administration of the Settlement, the Settlement
12 Administrator will provide written certification of such completion to the Court and counsel for
13 the Parties. The Court sets a compliance hearing date of _____, at
14 _____ a.m. / p.m. in Dept. J4 of the above-entitled Court, and the written certification of
15 the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

16 4. The Court finds that in consideration for their awarded Class Member Payment
17 portions of their Individual Settlement Payments, as of the date the Settlement becomes Final
18 and is fully funded, all Class Members (other than those Class Members who timely and validly
19 elected not to participate in the Settlement) release any and all known and unknown claims
20 against Amgen Inc. (“Amgen”) and any present and former parents, subsidiaries and affiliated
21 companies or entities, and their respective officers, directors, employees, partners, shareholders
22 and agents, and any other successors, assigns and legal representatives and its related persons
23 and entities (“Released Parties”) that are asserted in the First Amended Complaint or arise out
24 of or reasonably relate to the facts alleged in the First Amended Complaint that, from May 31,
25 2020 through February 1, 2025 (the “Class Period”), Amgen failed to pay all minimum, straight
26 time, and overtime wages due; provide meal and rest periods; comply with the paid sick leave
27 provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period
28 premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during

1 employment; timely pay all wages at time of discharge; furnish accurate itemized wage
2 statements; reimburse all reasonably and necessary business expenses; or timely produce
3 requested employment records (the “Class Members’ Released Claims”). The Class Members’
4 Released Claims include but are not limited to claims brought under California Labor Code
5 sections 98.6, 201-204, 210, 218.5, 218.6, 226, 226.7, 245 through 248.5, 510, 512, 1102.5,
6 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802; California Business and Professions
7 Code sections 17200 et seq., the Industrial Welfare Commission Wage Order, the Fair Labor
8 Standards Act, and any similar local or municipal laws. The Class Members’ Released Claims
9 include claims for wages, statutory penalties, civil penalties, or other relief under the California
10 Labor Code; relief from unfair competition under California Business and Professions Code
11 section 17200 et seq.; attorneys’ fees and costs; and interest.

12 5. The Court finds that in consideration for their awarded portions of the PAGA
13 Civil Penalties, as of the date the Settlement becomes Final and is fully funded, the State of
14 California and all PAGA Group Members release any and all claims under PAGA for civil
15 penalties against Amgen and the other Released Parties that arise out of or reasonably relate to
16 the allegations in the notice submitted by Plaintiff to the LWDA, including the allegations
17 pursuant to PAGA that, from June 12, 2023 through February 1, 2025 (the “PAGA Release
18 Period”), Amgen failed to pay all minimum, straight time, and wages due; provide meal and rest
19 periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through 248.5;
20 pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate of
21 pay; timely pay all wages due during employment; timely pay all wages due at time of discharge;
22 furnish accurate itemized wage statements; reimburse all reasonable and necessary business
23 expenses; or timely produce requested employment records (the “Released PAGA Claims”).
24 The Released PAGA Claims include but are not limited to claims brought under California
25 Labor Code sections 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3,
26 232, 232.5, 233, 234, 245 through 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5,
27 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 et
28 seq., 2699 et seq., 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, and 8397.4; California Business

1 and Professions Code sections 16600, 16700, 17200 et seq., and the Industrial Welfare
2 Commission Wage Order. All PAGA Group Members will release the Released PAGA Claims,
3 and will receive a PAGA Group Payment, regardless of whether they elect not to participate in
4 the Settlement.

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

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

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

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

19
20 Dated: _____

21 HONORABLE CHARMAINE H. BUEHNER
22 JUDGE OF THE SUPERIOR COURT
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