

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Courtney M. Miller FIRM NAME: WILSHIRE LAW FIRM, PLC STREET ADDRESS: 660 S. Figueroa Street, Sky Lobby CITY: Los Angeles TELEPHONE NO.: (213) 381-9988 EMAIL ADDRESS: courtney.miller@wilshirelawfirm.com ATTORNEY FOR (name): Plaintiff Maricela Hernandez Rojas SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA STREET ADDRESS: 4353 East Vineyard Avenue MAILING ADDRESS: 4353 East Vineyard Avenue CITY AND ZIP CODE: Oxnard, CA 93036 BRANCH NAME: Juvenile Courthouse		STATE BAR NUMBER: 327850	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Maricela Hernandez Rojas DEFENDANT/RESPONDENT: Amgen, Inc.			
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)			CASE NUMBER: 2024CUOE025580

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): October 23, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 30, 2025

Courtney M. Miller

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

/s/ Courtney M. Miller

(SIGNATURE)

PLAINTIFF/PETITIONER: Maricela Hernandez Rojas
DEFENDANT/RESPONDENT: Amgen, Inc.

CASE NUMBER:
2024CUOE025580

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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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]*

**REVISED [PROPOSED] JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Continued Final Approval Hearing:

Date: October 23, 2025

Time: 8:20 a.m.

Dept.: J4

Action Filed: May 31, 2024

1 Plaintiff Maricela Hernandez Rojas’s (“Plaintiff”) Motion for Preliminary Approval of
2 Class Action and PAGA Settlement of Plaintiff came before this Court on October 2, 2025, at
3 1:30 p.m., and again on October 23, 2025, at 8:20 a.m., in Department J4 of the Superior Court
4 of California, County of Ventura, Oxnard – Juvenile Justice Center located at 4353 E. Vineyard
5 Avenue, Oxnard, California 93036. Plaintiff now seeks an order granting final approval of the
6 Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiff and
7 Defendant Amgen, Inc. (“Defendant” or “Amgen”) (Plaintiff and Defendant collectively, the
8 “Parties”), a copy of which is attached to the Declaration of John G. Yslas in Support of
9 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement as Exhibit
10 1. On May 8, 2025, this Court issued an Order Granting Plaintiff’s Motion for Preliminary
11 Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”). In accordance
12 with the Preliminary Approval Order, Class Members have been given notice of the terms of
13 the Settlement and the opportunity to comment on or object to it or to exclude themselves from
14 its provisions.

15 Having received and considered the Settlement Agreement, the supporting papers filed
16 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
17 Approval of Class Action and PAGA Settlement granted on May 8, 2025, and the instant Motion
18 for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral
19 argument presented to the Court, the Court grants final approval of the Settlement and HEREBY
20 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

21 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
22 including all Settlement Class Members.

23 2. The Court finds that the Class, as defined below, is properly certified as a class for
24 settlement purposes only:

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

27 3. The Court appoints Plaintiff Maricela Hernandez Rojas as class representative for
28 settlement purposes only.

1 4. The Court appoints John G. Yslas, Eugene Zinovyev, Courtney M. Miller, Gabriella
2 Solé, and Aram Boyadjian of Wilshire Law Firm, PLC as Class Counsel for settlement purposes
3 only.

4 5. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
5 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class
6 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
7 their right to receive a Settlement Share, their right to comment on or object to the Settlement or
8 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or
9 by counsel at the final approval hearing and be heard regarding approval of the Settlement.
10 Adequate periods of time were provided by each of these procedures.

11 6. No Class Members objected to the Settlement.

12 7. Ten (10) Class Members requested exclusion from the Settlement.

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

18 9. The Court finds the Settlement was entered into in good faith, that the Settlement is
19 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
20 requirements for final approval of this class action settlement under California law, including the
21 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
22 3.769.

23 10. Class Members who have not opted out will be bound by the Settlement, except that
24 PAGA Group Members will release the PAGA claims released in the Settlement and will receive
25 a portion of the amount set aside for their share of the settlement of civil penalties, regardless of
26 whether they opt out of the Settlement.

27 11. The Court finds that Plaintiff notified the Labor and Workforce Development
28 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California

1 Labor Code § 2699(s).

2 12. Within three (3) days after the Settlement becomes Final as defined in the Settlement
3 Agreement, the Settlement Administrator will provide Amgen with wire transfer information.
4 Amgen will transfer the Gross Settlement Amount of Three Million Two Thousand Eighty-One
5 Dollars and Ninety-Seven Cents (\$3,002,081.97) to the Settlement Administrator via wire transfer
6 within twenty (20) days after the deadline for the Settlement Administrator to provide Amgen with
7 wire transfer information. Within ten (10) days thereafter, the Settlement Administrator will pay
8 to Class Members and PAGA Group Members the Individual Settlement Payments; to Plaintiff,
9 the Class Representative Enhancement Payment; to the LWDA, the LWDA Payment; to Class
10 Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its
11 payment for reasonable fees and expenses.

12 13. If a Class Member's check is returned to the Settlement Administrator, the
13 Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his
14 or her correct address. If any Class Member's Individual Settlement Payment check is not cashed
15 within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement
16 Administrator will send the Class Member a letter or postcard informing him or her that unless the
17 check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to
18 replace the check if it was lost or misplaced but not cashed.

19 14. In addition to any recovery Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
21 payment from the Gross Settlement Amount of an incentive award to Plaintiff Maricela Hernandez
22 Rojas in the amount of Ten Thousand Dollars (\$10,000.00).

23 15. The Court approves payment from the Gross Settlement Amount for civil penalties
24 under PAGA in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) with the LWDA
25 to receive 75% (\$112,500.00), and the remaining 25% (\$37,500.00) to be distributed to PAGA
26 Group Members, defined as all Class Members who worked for Defendant in a non-exempt
27 position in California at any time from June 12, 2023, through February 1, 2025. The Court finds
28 and determines that such payment is fair, reasonable, and appropriate.

1 16. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of One Million Six Hundred Ninety-Three Dollars and Ninety-
3 Nine Cents (\$1,000,693.99), and the reimbursement of litigation costs in the amount of Twenty-
4 Seven Thousand One Hundred Forty-Five Dollars and Fifty-Six Cents (\$27,145.56). Both are
5 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
6 percentage of the common fund obtained for the Class. The Court also has considered the "lodestar
7 amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects
8 the actual benefit obtained for the Class.

9 17. The Court approves payment from the Gross Settlement Amount in the amount of
10 Twenty-One Thousand Two Hundred Ninety Dollars (\$21,290.00) to the Settlement
11 Administrator, Apex Class Action, LLC for its performance of settlement administration services.

12 18. Individual Settlement Payments checks will be valid for one hundred eighty (180)
13 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for
14 his or her Individual Settlement Payment within one hundred and eighty (180) days after it is
15 mailed to him or her, the Settlement Administrator will distribute the funds represented by the
16 check to the California State Controller's Office, Unclaimed Property Division, in the name of the
17 Class Member.

18 19. As of the date the Settlement becomes Final as defined in the Settlement Agreement
19 and is fully funded as set forth in the Settlement Agreement, Plaintiff and all other Settlement Class
20 Members (other than those Class Members who timely and validly elected not to participate in the
21 Settlement) release any and all known and unknown claims against the Released Parties that are
22 asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in
23 the First Amended Complaint that, during the Class Period, Amgen failed to pay all minimum,
24 straight time, and overtime wages due; provide meal and rest periods; comply with the paid sick
25 leave provisions of Cal. Lab. Code §§ 245 through 248.5; pay overtime wages, meal and rest period
26 premiums, and paid sick leave at the regular rate of pay; timely pay all wages due during
27 employment; timely pay all wages at time of discharge; furnish accurate itemized wage statements;
28 reimburse all reasonably and necessary business expenses; or timely produce requested

1 employment records (the “Class Members’ Released Claims”). The Class Members’ Released
2 Claims include but are not limited to claims brought under California Labor Code sections 98.6,
3 201-204, 210, 218.5, 218.6, 226, 226.7, 245 through 248.5, 510, 512, 1102.5, 1174, 1194, 1194.2,
4 1197, 1197.1, 1198, 1198.5, and 2802; California Business and Professions Code sections 17200
5 et seq., the Industrial Welfare Commission Wage Order, the Fair Labor Standards Act, and any
6 similar local or municipal laws. The Class Members’ Released Claims include claims for wages,
7 statutory penalties, civil penalties, or other relief under the California Labor Code; relief from
8 unfair competition under California Business and Professions Code section 17200 et seq.;
9 attorneys’ fees and costs; and interest. “Released Parties” means Amgen and any present and
10 former parents, subsidiaries and affiliated companies or entities, and their respective officers,
11 directors, employees, partners, shareholders and agents, and any other successors, assigns and legal
12 representatives and its related persons and entities.

13 20. As of the date the Settlement becomes Final as defined in the Settlement Agreement
14 and is fully funded as set forth in the Settlement Agreement, the State of California, Plaintiff and
15 all other PAGA Group Members release any and all claims under PAGA for civil penalties against
16 Amgen and the other Released Parties that arise out of or reasonably relate to the allegations in the
17 notice submitted by Plaintiff to the LWDA pursuant to PAGA, including the allegations that,
18 during the PAGA Period, Amgen failed to pay all minimum, straight time, and wages due; provide
19 meal and rest periods; comply with the paid sick leave provisions of Cal. Lab. Code §§ 245 through
20 248.5; pay overtime wages, meal and rest period premiums, and paid sick leave at the regular rate
21 of 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”). The
24 Released PAGA Claims include but are not limited to claims brought under California Labor Code
25 sections 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5,
26 233, 234, 245 through 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174,
27 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 et seq., 2699 et seq.,
28 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.

21. As of the date the Settlement becomes Final as defined in the Settlement Agreement and is fully funded as set forth in the Settlement Agreement, Plaintiff releases any and all known and unknown claims against the Released Parties and waives the protection of California Civil Code section 1542.

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

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

24. 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.

25. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, 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.

26. ~~A Settlement Compliance Hearing is set for October 23, 2026, at 8:40 a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Dept. J4 of the above-captioned Court.~~ *See below

27. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than fourteen (14) days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully

distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: 10/23/2025



HONORABLE CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT

The Court sets a non-appearance case review on October 26, 2026 at 8:40 a.m. regarding Compliance with Settlement Terms, and orders the parties to file a joint statement concerning status of same at least five court days in advance of the case review date.

1 **PROOF OF SERVICE**

2 *Rojas v. Amgen, Inc.*
3 2024CUOE025580

4 I, Theresa Chan, state that I am employed in Los Angeles County, State of California; I
5 am over the age of eighteen years and not a party to the within action; my business address is
6 660 S. Figueroa Street, Sky Lobby Los Angeles, California 90017. My electronic service
7 address is theresa.chan@wilshirelawfirm.com.

8 On October 30, 2025, I served the foregoing **NOTICE OF ENTRY OF JUDGMENT**
9 **OR ORDER** on the interested parties as follows:

10 Zachary P. Hutton
11 zhutton@sheppardmullin.com
12 Susan Haines
13 shaines@sheppardmullin.com

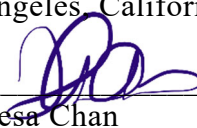
Counsel for Defendant
AMGEN, INC.

14 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**
15 Four Embarcadero Center
16 Seventeenth Floor
17 San Francisco, CA 94111

18 (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
19 accept service by electronic transmission, I caused the documents to be sent to the person at
20 the email addresses listed above using One Legal.

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

23 Executed on October 30, 2025, at Los Angeles, California.

24 
25 Theresa Chan
26
27
28