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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

IN RE AMGEN INC.
SECURITIES LITIGATION

Case No. CV 07-2536 PSG (PLAx)

Honorable Philip S. Gutierrez

**STIPULATION AND
AGREEMENT OF SETTLEMENT**

This stipulation and agreement of settlement (the “Stipulation”) is made and entered into by and between Connecticut Retirement Plans and Trust Funds (“Connecticut Retirement”, “Lead Plaintiff” or “Class Representative”) on behalf of itself and each of the members of the certified Class (defined below), on the one hand, and Amgen Inc. (“Amgen” or the “Company”), Kevin W. Sharer, Richard D.

1 Nanula, Roger M. Perlmutter, and George J. Morrow (collectively, the “Individual
2 Defendants” and, with Amgen, the “Defendants”), on the other hand, by and
3 through their counsel of record in the above-captioned litigation pending in the
4 United States District Court for the Central District of California (the “Court”).
5 This Stipulation is intended by the parties to fully, finally, and forever resolve,
6 discharge, and settle the Released Claims (defined below), upon and subject to the
7 terms and conditions hereof and subject to the Court’s approval.

8 **WHEREAS:**

9 A. All words or terms used herein that are capitalized shall have the
10 meanings ascribed to those words or terms as set forth herein and in ¶ 1 hereof
11 entitled “Definitions.”

12 B. Beginning in April of 2007, several putative securities fraud class
13 actions were filed in the U.S. District Court for the Central District of California on
14 behalf of investors in Amgen securities related to statements made by Defendants
15 concerning Aranesp® and Epogen®.

16 C. On July 31, 2007, the Court entered an Order consolidating the
17 securities class actions into this action (the “Action”) and appointing Connecticut
18 Retirement as Lead Plaintiff pursuant to the Private Securities Litigation Reform
19 Act of 1995 (the “PSLRA”). In the same Order, the Court approved Connecticut
20 Retirement’s selection of Labaton Sucharow LLP (“Labaton Sucharow”) as Lead
21 Counsel for the proposed class.

22 D. On October 1, 2007, Class Representative filed its Consolidated
23 Amended Class Action Complaint (“Complaint”), asserting claims under Sections
24 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and
25 Rule 10b-5 promulgated thereunder.

26 E. On November 8, 2007, Defendants moved to dismiss the Complaint.
27 On February 1, 2008, the Court issued an Order granting in part and denying in
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1 part the motion to dismiss the Complaint. Thereafter, on April 2, 2008, Defendants
2 filed their answer to the Complaint.

3 F. On March 4, 2009, Connecticut Retirement moved for class
4 certification, appointment as class representative, and appointment of Labaton
5 Sucharow as class counsel. Defendants opposed the motion.

6 G. On August 12, 2009, the Court issued an Order granting Connecticut
7 Retirement's motion certifying the Class and appointing Connecticut Retirement as
8 Class Representative ("Class Certification Order"). Labaton Sucharow was
9 appointed Class Counsel by a subsequent order entered on October 29, 2013.

10 H. On August 28, 2009, Defendants filed a petition in the United States
11 Court of Appeals for the Ninth Circuit (the "Ninth Circuit") seeking leave to
12 appeal the Court's Class Certification Order ("Rule 23(f) Appeal"). On December
13 11, 2009, the Ninth Circuit granted Defendants' petition. On December 29, 2009,
14 Defendants moved to stay further proceedings pending the resolution of the Rule
15 23(f) Appeal. On February 2, 2010, the Court issued an Order Granting
16 Defendants' Motion to Stay ("Stay Order").

17 I. On October 14, 2011, the Ninth Circuit heard oral argument on
18 Defendants' Rule 23(f) Appeal, and thereafter affirmed the Class Certification
19 Order on November 8, 2011. On March 1, 2012, Defendants filed a petition for a
20 writ of *certiorari* with the United States Supreme Court, which was granted. On
21 November 5, 2012, the Supreme Court heard oral argument and on February 27,
22 2013, the Supreme Court affirmed the decision of the Ninth Circuit. A judgment
23 from the Supreme Court was issued on April 1, 2013.

24 J. The operative complaint in the Action is the Corrected Second
25 Amended Complaint ("Amended Complaint"). The Amended Complaint alleges
26 that Defendants violated Sections 10(b) and 20(a) of the Exchange by, among other
27 things, making false and misleading statements or omissions about Aranesp® and
28 EPOGEN®. The Amended Complaint alleges that these false statements and

1 omissions caused the price of Amgen securities to be artificially inflated during the
2 Class Period and that the price of Amgen securities declined when the alleged truth
3 was disclosed and the alleged risks materialized.

4 K. On May 13, 2014, Defendants filed a motion to dismiss the Amended
5 Complaint, which Class Representative opposed on June 26, 2014. On August 4,
6 2014, the Court granted in part and denied in part Defendants' motion to dismiss
7 the Amended Complaint.

8 L. On September 17, 2014, Defendants filed their Answer and
9 Affirmative Defenses to the Amended Complaint.

10 M. On September 18, 2015, Class Representative filed its unopposed
11 motion to approve the form, content, and method for providing notice of the
12 pendency of the Action to the Class. On November 10, 2015, the Court entered an
13 order approving Class Representative's long-form notice (the "Class Notice") and
14 summary notice of pendency. Beginning on December 3, 2015 and December 17,
15 2015, the notices were disseminated to the Class by mail and publication, as
16 ordered by the Court.

17 N. Class Representative, through Class Counsel, conducted a thorough
18 investigation relating to the claims, defenses, and underlying events and
19 transactions that are the subject of the Action. This process included reviewing
20 and analyzing: (i) documents filed publicly by the Company with the U.S.
21 Securities and Exchange Commission ("SEC"); (ii) publicly available information,
22 including press releases, news articles, and other public statements issued by or
23 concerning the Company and the Defendants; (iii) research reports issued by
24 financial analysts concerning the Company; (iv) other publicly available
25 information and data concerning the Company; (v) approximately 22,500,000
26 pages of documents produced by Defendants during discovery and approximately
27 290,000 pages of documents produced by third-parties; and (vi) the applicable law
28 governing the claims and potential defenses.

1 O. Prior to reaching the agreement in principle to settle the Action,
2 counsel for Class Representative and Defendants completed voluminous class, fact
3 and expert discovery which included: taking or defending approximately 52
4 depositions, including the depositions of Class Representative, the Individual
5 Defendants, and 14 experts; and exchanging 36 expert reports directed at
6 marketing, biostatistics, oncology, FDA rules/regulations, loss causation, damages,
7 clinical trials, and plea agreements.

8 P. Additionally, by the date the agreement in principle to settle was
9 reached, Defendants' motions for summary judgment had been fully briefed as of
10 May 4, 2016, and the parties had virtually completed all pre-trial preparations.
11 Thus, for example, the parties had exchanged and/or were negotiating the
12 stipulated and contested facts, deposition transcript designations, witness lists, and
13 exhibit lists, and *Daubert* motions and motions *in limine* had been filed with the
14 Court.

15 Q. Trial of the Action was scheduled by the Court to begin on July 19,
16 2016.

17 R. Between 2015 and 2016, Class Counsel and Defendants' Counsel
18 participated in two in-person mediated discussions, the most recent round of which
19 took place on May 17, 2016 and was conducted by the Honorable Dickran M.
20 Tevrizian (Ret.). A settlement was not reached at the May 17, 2016 mediation,
21 however mediated discussions continued and ultimately Judge Tevrizian made a
22 "mediator's proposal" to the Parties recommending a settlement amount. After all
23 parties accepted the mediator's proposal to settle, Class Counsel and Defendants'
24 Counsel, on behalf of their respective clients, entered into a binding term sheet (the
25 "Term Sheet"), dated June 22, 2016, setting forth, among other things, the
26 agreement to settle and release all claims asserted against the Defendants in the
27 Action.

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1 S. Defendants have denied and continue to deny any wrongdoing or that
2 they have committed any act or omission giving rise to any liability or violation of
3 law, including the U.S. securities laws, and maintain their conduct was at all times
4 proper and in compliance with all applicable provisions of law. Defendants have
5 denied and continue to deny each and every one of the claims and contentions of
6 wrongful conduct alleged by Class Representative in the Action on behalf of the
7 Class, including all claims in the Amended Complaint, along with all charges of
8 wrongdoing or liability against them arising out of any of the conduct, statements,
9 acts, or omissions alleged, or that could have been alleged, in the Action.

10 Defendants also have denied and continue to deny, *inter alia*, the allegations that
11 they knowingly, or otherwise, made any material misstatements or omissions; that
12 any member of the Class has suffered any damages; that the prices of Amgen
13 securities were artificially inflated by reason of the alleged misrepresentations,
14 omissions, or otherwise; or that the members of the Class were harmed by the
15 conduct alleged in the Action. Defendants believe that they have meritorious
16 defenses to all claims asserted or that could have been asserted based on the
17 allegations of the Amended Complaint. Nonetheless, Defendants have concluded
18 that the continuation of the Action would be protracted and expensive, and have
19 taken into account the uncertainty and risks inherent in any litigation, especially
20 complex actions such as the Action, and believe that it is desirable and beneficial
21 to settle the Action in the manner and upon the terms and conditions set forth in
22 this Stipulation.

23 T. This Stipulation, whether or not consummated, any proceedings
24 relating to any settlement, or any of the terms of any settlement, whether or not
25 consummated, shall in no event be construed as, or deemed to be evidence of, an
26 admission or concession on the part of the Defendants, or any of them, with respect
27 to any fact or matter alleged in the Action, or any claim of fault or liability or
28 wrongdoing or damage whatsoever, or any infirmity in any claim or defense that

1 has been or could have been asserted. Defendants are entering into this Settlement
2 solely to eliminate the burden, expense, uncertainty, and distraction of further
3 litigation.

4 U. Class Representative believes that the claims asserted in the Action
5 have merit and that the evidence developed to date supports the claims asserted.
6 However, Class Representative and Class Counsel recognize and acknowledge the
7 expense and length of continued proceedings necessary to prosecute the Action
8 through trial and appeals. They also have taken into account the uncertain
9 outcome and the risk of any litigation, especially in complex actions such as the
10 Action, as well as the difficulties and delays inherent in such litigation. Class
11 Counsel also is mindful of the inherent problems of proof and the possible defenses
12 to the claims alleged in the Action. Based on their evaluation, Class
13 Representative and Class Counsel believe that the Settlement set forth in this
14 Stipulation confers substantial monetary benefits upon the Class and is in the best
15 interests of Class Representative and the Class.

16 **NOW THEREFORE**, without any concession by Class Representative that
17 the Action lacks merit, and without any concession by the Defendants of any
18 liability or wrongdoing or lack of merit in their defenses, it is hereby
19 **STIPULATED AND AGREED**, by and among the parties to this Stipulation
20 (“Parties”), through their respective attorneys, subject to approval by the Court
21 pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in
22 consideration of the benefits flowing to the Parties hereto, all Released Claims and
23 all Released Defendants’ Claims, as against all Released Parties, shall be fully,
24 finally, and forever compromised, settled, released, discharged, and dismissed with
25 prejudice, and without costs, upon and subject to the following terms and
26 conditions:
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1 **DEFINITIONS**

2 1. As used in this Stipulation, the following terms shall have the
3 meanings set forth below. In the event of any inconsistency between any
4 definition set forth below and any definition in any other document related to the
5 Settlement, the definition set forth below shall control.

6 (a) “Action” means the civil action captioned *In re Amgen Inc.*
7 *Securities Litigation*, Case No. CV 07-2536 PSG (PLAx) (C.D. Cal.), pending in
8 the United States District Court for the Central District of California before the
9 Honorable Philip S. Gutierrez.

10 (b) “Alternative Judgment” means a form of final judgment that
11 may be entered by the Court but in a form other than the form of Judgment
12 provided for in this Stipulation and where none of the Parties hereto elects to
13 terminate this Settlement by reason of such variance.

14 (c) “Authorized Claimant” means a Class Member who timely
15 submits a valid Proof of Claim and Release form to the Claims Administrator that
16 is accepted for payment by the Court.

17 (d) “Claims Administrator” means the firm Epiq Class Action &
18 Claims Solutions, Inc.

19 (e) “Class” means the class certified by order of the Court
20 consisting of all persons and entities that purchased the publicly traded securities
21 of Amgen during the period from April 22, 2004 through May 10, 2007, inclusive,
22 and were damaged thereby. Excluded from the Class are: (a) Defendants; (b)
23 former Defendants; (c) the affiliates and subsidiaries of the Company, including
24 the Company’s employee retirement and benefit plan(s); (d) the officers and
25 directors of the Company and its subsidiaries and affiliates at all relevant times; (e)
26 members of the immediate family of any excluded person; (f) the legal
27 representatives, heirs, successors, and assigns of any excluded person; and (g) any
28 entity in which any excluded person has or had a controlling interest. Also

1 excluded from the Class are any Persons listed in Appendix 1 hereto who
2 previously submitted a valid and timely request for exclusion and who do not opt
3 back into the Class. Also excluded from the Class are any Persons who exclude
4 themselves by submitting a valid and timely request for exclusion in connection
5 with the Settlement Notice and whose requests are accepted by the Court.

6 (f) “Class Counsel” or “Lead Counsel” means Labaton Sucharow
7 LLP.

8 (g) “Class Notice” means the Notice of Pendency of Class Action,
9 which was mailed to putative Class Members beginning on December 3, 2015.

10 (h) “Class Period” means the period from April 22, 2004 through
11 May 10, 2007, inclusive.

12 (i) “Defendants” means Amgen Inc., Kevin W. Sharer, Richard D.
13 Nanula, Roger M. Perlmutter, and George J. Morrow.

14 (j) “Defendants’ Counsel” means the law firms of Hueston
15 Hennigan LLP (which represents all Defendants) and Irell & Manella LLP (which
16 represents Defendant Amgen Inc.).

17 (k) “Distribution Order” means an order of the Court approving
18 the Claims Administrator’s determinations concerning the acceptance and rejection
19 of the claims submitted and approving any fees and expenses not previously paid,
20 including the fees and expenses of the Claims Administrator, and, if the Effective
21 Date has occurred, directing payment of the Net Settlement Fund to Authorized
22 Claimants.

23 (l) “Effective Date” means the date upon which the Settlement
24 shall become effective, as set forth in ¶ 36 below.

25 (m) “Escrow Account” means the separate escrow account
26 designated and controlled by Class Counsel at one or more national banking
27 institutions into which the Settlement Amount will be deposited for the benefit of
28 the Class.

1 (n) “Escrow Agent” means Class Counsel.

2 (o) “Fee and Expense Application” means Class Counsel’s
3 application, on behalf of plaintiffs’ counsel, for an award of attorneys’ fees and
4 payment of litigation expenses incurred in prosecuting the case, including any
5 expenses pursuant to 15 U.S.C. § 78u-4(a)(4) of the PSLRA.

6 (p) “Final,” with respect to a court order, means the later of: (i) if
7 there is an appeal from a court order, the date of final affirmance on appeal and the
8 expiration of the time for any further judicial review whether by appeal,
9 reconsideration or a petition for a *writ of certiorari* and, if *certiorari* is granted, the
10 date of final affirmance of the order following review pursuant to the grant; or (ii)
11 the date of final dismissal of any appeal from the order or the final dismissal of any
12 proceeding on *certiorari* to review the order; or (iii) the expiration of the time for
13 the filing or noticing of any appeal or petition for *certiorari* from the order (or, if
14 the date for taking an appeal or seeking review of the order shall be extended
15 beyond this time by order of the issuing court, by operation of law or otherwise, or
16 if such extension is requested, the date of expiration of any extension if any appeal
17 or review is not sought), without any such filing or noticing being made. However,
18 any appeal or proceeding seeking subsequent judicial review pertaining solely to
19 the Plan of Allocation of the Net Settlement Fund, or to the Court’s award of
20 attorneys’ fees or expenses, shall not in any way delay or affect the time set forth
21 above for the Judgment or Alternative Judgment to become Final or otherwise
22 preclude the Judgment or Alternative Judgment from becoming Final.

23 (q) “Individual Defendants” means Kevin W. Sharer, Richard D.
24 Nanula, Roger M. Perlmutter, and George J. Morrow.

25 (r) “Judgment” means the proposed judgment to be entered by the
26 Court approving the Settlement, substantially in the form attached hereto as
27 Exhibit B.

28 (s) “Local Counsel” means Kreindler & Kreindler LLP.

1 (t) “Net Settlement Fund” means the Settlement Fund less: (i)
2 Court-awarded attorneys’ fees and expenses; (ii) Notice and Administration
3 Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the Court.

4 (u) “Notice and Administration Expenses” means all costs, fees,
5 and expenses incurred in connection with providing notice to the Class and the
6 administration of the Settlement, including but not limited to: (i) providing notice
7 of the pendency of the Action and of the proposed Settlement by mail, publication,
8 and other means to Class Members; (ii) receiving and reviewing claims; (iii)
9 applying the Plan of Allocation; (iv) communicating with Persons regarding the
10 Action, the proposed Settlement and claims administration process; (v) distributing
11 the proceeds of the Settlement; and (vi) fees related to the Escrow Account and
12 investment of the Settlement Fund.

13 (v) “Person(s)” means any individual, corporation (including all
14 divisions and subsidiaries), general or limited partnership, association, joint stock
15 company, joint venture, limited liability company, professional corporation, estate,
16 legal representative, trust, unincorporated association, pension plan, government or
17 any political subdivision or agency thereof, and any other business or legal entity.

18 (w) “Plan of Allocation” means the proposed Plan of Allocation of
19 Net Settlement Fund, which, subject to the approval of the Court, shall be
20 substantially in the form described in the Settlement Notice.

21 (x) “Preliminary Approval Order” means the proposed Order
22 Granting Preliminary Approval of Class Action Settlement, Approving Form and
23 Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement,
24 which, subject to the approval of the Court, shall be substantially in the form
25 attached hereto as Exhibit A.

26 (y) “Proof of Claim” or “Claim Form” means the Proof of Claim
27 and Release form for submitting a claim, which, subject to approval of the Court,
28 shall be substantially in the form attached as Exhibit A-2 hereto.

1 (z) “Released Claims” means any and all claims, causes of action,
2 rights, duties, controversies, obligations, demands, actions, debts, sums of money,
3 suits, contracts agreements, promises, damages, losses, judgments, liabilities,
4 allegations and arguments of every nature and description (including, but not
5 limited to, any claims for damages (whether compensatory, special, incidental,
6 consequential, punitive, exemplary or otherwise), injunctive relief, declaratory
7 relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or
8 consulting fees, costs, expenses, or any other form of legal or equitable relief
9 whatsoever), including both known claims and Unknown Claims (defined below),
10 whether arising under federal, state, local, foreign or statutory law, common law,
11 or administrative law, or any other law, rule or regulation, at law or in equity,
12 whether class or individual in nature, whether fixed or contingent, whether accrued
13 or unaccrued, whether liquidated or unliquidated, whether matured or unmatured,
14 whether class or individual in nature, that Class Representative or any other Class
15 Member: (i) asserted in the Action; or (ii) could have asserted in the Action, or any
16 other action, or in any forum, that arise from, are based upon, or relate in any way
17 to both (a) the purchase or sale of the publicly traded securities of Amgen Inc.
18 during the Class Period and (b) the facts, matters, allegations, transactions, events,
19 disclosures, representations, statements, conduct, acts, or omissions or failures to
20 act that were alleged or that could have been alleged in the Action against the
21 Released Defendant Parties. For the avoidance of doubt, Released Claims do not
22 include (i) claims relating to the enforcement of the Settlement; (ii) *Harris v.*
23 *Amgen, Inc.*, Case No. 07-CV-05442 (C.D Cal.); (iii) *Durgin v. Sharer*, Case No.
24 07-CV-03001 (C.D. Cal.); (iv) *Rosenblum v. Sharer*, Case No. 07-CV-6140 (C.D.
25 Cal.); (v) *Larson v. Sharer*, Case No. SC0 50311 (Cal. Sup. Ct. Ventura Cty.); (vi)
26 *Anderson v. Sharer*, Case No. SC0 50313 (Cal. Sup. Ct. Ventura Cty.); (vii) *Weil v.*
27 *Sharer*, Case No. 56-2007-00288830 (Cal. Sup. Ct. Ventura Cty.); and (viii)

1 *Purnell v. Sharer*, Case No. 56-2013-00431078 (Cal. Sup. Ct. Ventura Cty.); or
2 any case(s) consolidated with any of the cases named in this paragraph (z).

3 (aa) “Released Defendant Parties” means Defendants and
4 Defendants’ Counsel, and each of their respective past or present subsidiaries,
5 parents, affiliates, principals, successors and predecessors, assigns, divisions, joint
6 ventures, officers, directors, shareholders, underwriters, trustees, partners, agents,
7 fiduciaries, contractors, employees, attorneys, advisors, accountants, auditors,
8 insurers, personal or legal representatives; the spouses, members of the immediate
9 families, representatives, estates, executors, administrators and heirs of the
10 Individual Defendants, as well as any trust of which any Individual Defendant is
11 the settlor or which is for the benefit of any of their immediate family members;
12 any firm, trust, corporation, or entity in which any Defendant has a controlling
13 interest; and any of the legal representatives, heirs, successors in interest or assigns
14 of Defendants.

15 (bb) “Released Defendants’ Claims” means all claims and causes of
16 action of every nature and description, including both known claims and Unknown
17 Claims (as defined below), whether arising under federal, state, common or foreign
18 law, or any other law, that Defendants could have asserted against any of the
19 Released Plaintiff Parties that arise out of or relate in any way to the institution,
20 prosecution, or settlement of the claims in the Action, except for claims relating to
21 the enforcement of the Settlement.

22 (cc) “Released Parties” means the Released Defendant Parties and
23 the Released Plaintiff Parties.

24 (dd) “Released Plaintiff Parties” means each and every Class
25 Member, Class Representative, Class Counsel, Local Counsel, and each of their
26 respective past or present trustees, officers, directors, partners, employees,
27 contractors, auditors, principals, agents, attorneys, predecessors, successors,
28 assigns, insurers, parents, subsidiaries, general or limited partners or partnerships,

1 and limited liability companies; and the spouses, members of the immediate
2 families, representatives, and heirs of any Released Plaintiff Party who is an
3 individual, as well as any trust of which any Released Plaintiff Party is the settlor
4 or which is for the benefit of any of their immediate family members. Released
5 Plaintiff Parties does not include any Person who timely and validly seeks
6 exclusion from the Class.

7 (ee) “Settlement” means the resolution of the Action in accordance
8 with the terms and provisions of this Stipulation.

9 (ff) “Settlement Amount” means the total principal amount of
10 ninety-five million U.S. dollars (\$95,000,000) in cash.

11 (gg) “Settlement Fund” means the Settlement Amount and any
12 interest earned thereon.

13 (hh) “Settlement Hearing” means the hearing to be held by the Court
14 to determine whether the proposed Settlement is fair, reasonable, and adequate and
15 should be approved.

16 (ii) “Settlement Notice” or “Notice” means the Notice of Proposed
17 Class Action Settlement and Motion for Attorneys’ Fees and Expenses to be sent to
18 Class Members, which, subject to approval of the Court, shall be substantially in
19 the form attached hereto as Exhibit A-1 hereto.

20 (jj) “Stipulation” means this Stipulation and Agreement of
21 Settlement.

22 (kk) “Summary Settlement Notice” or “Summary Notice” means the
23 Summary Notice of Proposed Class Action Settlement and Motion for Attorneys’
24 Fees and Expenses for publication, which, subject to approval of the Court, shall
25 be substantially in the form attached as Exhibit A-3 hereto.

26 (ll) “Taxes” means all federal, state, or local taxes of any kind on
27 any income earned by the Settlement Fund and the expenses and costs incurred in
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1 connection with the taxation of the Settlement Fund (including, without limitation,
2 interest, penalties and the reasonable expenses of tax attorneys and accountants).

3 (mm) “Unknown Claims” means any and all Released Claims that
4 Class Representative, or any other Class Member, does not know or suspect to
5 exist in his, her, or its favor at the time of the release of the Released Defendant
6 Parties, and any and all Released Defendants’ Claims that any Defendant does not
7 know or suspect to exist in his, her, or its favor at the time of the release of the
8 Released Plaintiff Parties, which if known by him, her, or it might have affected
9 his, her, or its decision(s) with respect to the Settlement, including the settlement
10 with and release of the Released Defendant Parties or the Released Plaintiff Parties
11 and, and any decision to object to the terms of the Settlement or to exclude himself,
12 herself, or itself from the Class. With respect to any and all Released Claims and
13 Released Defendants’ Claims, the Parties stipulate and agree that, upon the
14 Effective Date, Class Representative and Defendants shall expressly, and each
15 other Class Member shall be deemed to have, and by operation of the Judgment or
16 Alternative Judgment shall have, to the fullest extent permitted by law, expressly
17 waived and relinquished any and all provisions, rights and benefits conferred by
18 Section 1542 of the California Civil Code or any similar, comparable, or
19 equivalent law of any state or territory of the United States, or principle of
20 common law. Section 1542 reads as follows:

21 **A general release does not extend to claims which the**
22 **creditor does not know or suspect to exist in his or her**
23 **favor at the time of executing the release, which if**
24 **known by him or her must have materially affected**
25 **his or her settlement with the debtor.**

26 Class Representative, Class Members, or Defendants may hereafter discover facts,
27 legal theories, or authorities in addition to or different from those which any of
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1 them now knows or believes to be true with respect to the subject matter of the
2 Released Claims and the Released Defendants' Claims, but Class Representative
3 and Defendants shall expressly, fully, finally, and forever settle and release, and
4 each Class Member shall be deemed to have settled and released, and upon the
5 Effective Date and by operation of the Judgment or Alternative Judgment shall
6 have settled and released, fully, finally, and forever, any and all Released Claims
7 and Released Defendants' Claims as applicable, , known or unknown, suspected or
8 unsuspected, contingent or noncontingent, whether or not concealed or hidden,
9 which now exist, or heretofore have existed, upon any theory of law or equity now
10 existing or coming into existence in the future, including, but not limited to,
11 conduct that is negligent, intentional, with or without malice, or a breach of any
12 duty, law, or rule, without regard to the subsequent discovery or existence of such
13 different or additional facts, legal theories, or authorities, whether or not previously
14 or currently asserted in any action. Class Representative and Defendants
15 acknowledge, and other Class Members by operation of law shall be deemed to
16 have acknowledged, that the inclusion of "Unknown Claims" in the definition of
17 Released Claims and Released Defendants' Claims was separately bargained for
18 and is a material term of the Settlement of which this release is a part.

19 **SCOPE AND EFFECT OF SETTLEMENT**

20 2. The obligations incurred pursuant to this Stipulation are (a) subject to
21 approval by the Court and the Judgment, or Alternative Judgment, reflecting such
22 approval becoming Final; and (b) in full and final disposition of the Action with
23 respect to the Released Parties and any and all Released Claims and Released
24 Defendants' Claims.

25 3. By operation of the Judgment or Alternative Judgment, as of the
26 Effective Date, Class Representative and each and every other Class Member, on
27 behalf of themselves and each of their respective predecessors, successors, agents,
28 representatives, attorneys, and affiliates, and the heirs, executors, administrators,

1 trustees, successors, and assigns of each of them, in their capacities as such, shall:
2 (i) be deemed to have fully, finally, and forever waived, released, discharged, and
3 dismissed each and every one of the Released Claims against each and every one
4 of the Released Defendant Parties; (ii) forever be barred and enjoined from
5 commencing, instituting, prosecuting, or maintaining any and all of the Released
6 Claims against any and all of the Released Defendant Parties; and (iii) be deemed
7 to have covenanted not to sue any Released Defendant Party on the basis of any
8 Released Claims. The foregoing release is given regardless of whether such Class
9 Representative or Class Members have: (i) executed and delivered a Proof of
10 Claim; (ii) received the Settlement Notice; (iii) participated in the Settlement Fund;
11 (iv) filed an objection to the Settlement, the proposed Plan of Allocation, or any
12 application by Class Counsel for attorneys' fees and expenses; or (v) had their
13 claims allowed. Nothing contained herein shall, however, bar any action or claim
14 to enforce the terms of this Stipulation or the Judgment or Alternative Judgment.

15 4. By operation of the Judgment or Alternative Judgment, as of the
16 Effective Date, Defendants, on behalf of themselves and each of their respective
17 heirs, executors, trustees, administrators, predecessors, successors, and assigns,
18 shall: (i) be deemed to have fully, finally, and forever waived, released, discharged,
19 and dismissed each and every one of the Released Defendants' Claims against each
20 and every one of the Released Plaintiff Parties; (ii) forever be barred and enjoined
21 from commencing, instituting, prosecuting, or maintaining any and all of the
22 Released Defendants' Claims against any and all of the Released Plaintiff Parties;
23 and (iii) be deemed to have covenanted not to sue any Released Plaintiff Party on
24 the basis of any Released Defendants' Claims. Nothing contained herein shall,
25 however, bar any action or claim to enforce the terms of this Stipulation or the
26 Judgment or Alternative Judgment.

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1 **THE SETTLEMENT CONSIDERATION**

2 5. In full settlement of the claims that were or could have been alleged in
3 the Action against Defendants and in consideration of the releases specified in
4 ¶¶ 3-4, above, all of which the Parties agree are good and valuable consideration,
5 Amgen shall pay, or cause to be paid, the Settlement Amount into the Escrow
6 Account within fifteen (15) business days after both (i) entry of the Preliminary
7 Approval Order and (ii) Class Counsel provides to Defendants' Counsel
8 information necessary to effectuate a transfer of funds to the Escrow Account,
9 including but not limited to, wire transfer instructions, Automated Clearing House
10 (ACH) instructions, payment address, and a complete and executed Form W-9 for
11 the Settlement Fund that reflects a valid tax identification number.

12 6. With the sole exception of Amgen's obligation to secure payment of
13 the Settlement Amount into the Escrow Account as provided for in ¶ 5, the
14 Released Defendant Parties and Defendants' Counsel shall have no responsibility
15 for, interest in, or liability whatsoever with respect to: (i) any act, omission, or
16 determination by Class Counsel or the Claims Administrator, or any of their
17 respective designees or agents, in connection with the administration of the
18 Settlement or otherwise; (ii) the management, investment, or distribution of the
19 Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,
20 administration, calculation, or payment of any claims asserted against the
21 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement
22 Fund; (vi) any attorneys' fees that may be due to Class Counsel; or (vii) the
23 payment or withholding of any Taxes, expenses, and/or costs incurred in
24 connection with the taxation of the Settlement Fund, distributions or other
25 payments from the Escrow Account, or the filing of any federal, state, or local
26 returns.

27 7. Other than the obligation of Amgen to cause the payment of the
28 Settlement Amount pursuant to ¶ 5, the Released Defendant Parties shall have no

1 obligation to make any other payments into the Escrow Account or to any Class
2 Member pursuant to this Stipulation.

3 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

4 8. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay
5 Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses
6 awarded by the Court; (iv) to pay any costs and expenses allowed by the PSLRA
7 and awarded to Class Representative by the Court; (v) to pay any other fees and
8 expenses awarded by the Court; and (vi) to pay the claims of Authorized
9 Claimants.

10 9. The Net Settlement Fund shall be distributed to Authorized Claimants
11 as provided in ¶¶ 21-33 hereof. The Net Settlement Fund shall remain in the
12 Escrow Account prior to the Effective Date. All funds held in the Escrow
13 Account, and all earnings thereon, shall be deemed to be in the custody of the
14 Court and shall remain subject to the jurisdiction of the Court until such time as the
15 funds shall have been disbursed or returned, pursuant to the terms of this
16 Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds
17 in the Escrow Account in instruments backed by the full faith and credit of the
18 United States Government (or a mutual fund invested solely in such instruments),
19 or deposit some or all of the funds in non-interest-bearing transaction account(s)
20 that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in
21 amounts that are up to the limit of FDIC insurance. Defendants and Defendants'
22 Counsel shall have no responsibility for, interest in, or liability whatsoever with
23 respect to investment decisions executed by the Escrow Agent. All risks related to
24 the investment of the Settlement Fund shall be borne solely by the Settlement
25 Fund.

26 10. After the Settlement Amount has been paid into the Escrow Account,
27 the Parties agree to treat the Settlement Fund as a "qualified settlement fund"
28 within the meaning of Treas. Reg. § 1.468B-1. In addition, Class Counsel shall

1 timely make, or cause to be made, such elections as necessary or advisable to carry
2 out the provisions of this paragraph 10, including the “relation-back election” (as
3 defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such
4 election shall be made in compliance with the procedures and requirements
5 contained in such regulations. It shall be the sole responsibility of Class Counsel
6 to timely and properly prepare and deliver, or cause to be prepared and delivered,
7 the necessary documentation for signature by all necessary parties, and thereafter
8 take all such actions as may be necessary or appropriate to cause the appropriate
9 filing(s) to occur. Consistent with the foregoing:

10 (a) For the purposes of Section 468B of the Internal Revenue Code
11 of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the
12 “administrator” shall be Class Counsel or its successors, who shall timely and
13 properly file, or cause to be filed, all federal, state, or local tax returns and
14 information returns (together, “Tax Returns”) necessary or advisable with respect
15 to the earnings on the funds deposited in the Escrow Account (including without
16 limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns
17 (as well as the election described above) shall be consistent with this subparagraph
18 and in all events shall reflect that all Taxes (including any estimated taxes,
19 earnings, or penalties) on the income earned on the funds deposited in the Escrow
20 Account shall be paid out of such funds as provided in subparagraph (c) of this
21 paragraph 10.

22 (b) All Taxes shall be paid solely out of the Settlement Fund. In all
23 events, Defendants and Defendants’ Counsel shall have no liability or
24 responsibility whatsoever for the Taxes or the filing of any tax return or other
25 document with the Internal Revenue Service or any other state or local taxing
26 authority. In the event any Taxes are owed by any of the Defendants on any
27 earnings on the funds on deposit in the Escrow Account, such amounts shall also
28 be paid out of the Settlement Fund. Any Taxes or Tax expenses owed on any

1 earnings on the Settlement Amount prior to its transfer to the Escrow Account shall
2 be the sole responsibility of the entities that make the deposit.

3 (c) Taxes shall be treated as, and considered to be, a cost of
4 administration of the Settlement and shall be timely paid, or caused to be paid, by
5 Class Counsel out of the Settlement Fund without prior order from the Court or
6 approval by Defendants, and Class Counsel shall be obligated (notwithstanding
7 anything herein to the contrary) to withhold from distribution to Authorized
8 Claimants any funds necessary to pay such amounts (as well as any amounts that
9 may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties
10 agree to cooperate with Class Counsel, each other, and their tax attorneys and
11 accountants to the extent reasonably necessary to carry out the provisions of this
12 paragraph 10.

13 11. This is not a claims-made settlement. As of the Effective Date,
14 Amgen shall not have any right to the return of the Settlement Fund or any portion
15 thereof for any reason except pursuant to the conditions set forth in paragraphs 37,
16 38 and 44.

17 **ATTORNEYS' FEES AND EXPENSES**

18 12. Class Counsel, on behalf of all plaintiffs' counsel, will apply to the
19 Court for an award from the Settlement Fund of attorneys' fees and payment of
20 litigation expenses incurred in prosecuting the Action, including any earnings on
21 such amounts at the same rate and for the same periods as earned by the Settlement
22 Fund. Defendants shall take no position with respect to the Fee and Expense
23 Application.

24 13. The amount of attorneys' fees and expenses awarded by the Court is
25 within the sole discretion of the Court. Any attorneys' fees and expenses awarded
26 by the Court shall be paid from the Settlement Fund to Class Counsel immediately
27 after entry of the Order awarding such attorneys' fees and expenses,
28 notwithstanding the existence of any timely filed objections thereto or to the

1 Settlement, or potential for appeal therefrom, or collateral attack on the Fee and
2 Expense Application, the Settlement, or any part thereof, subject to the obligations
3 of Class Counsel pursuant to ¶ 14. Class Counsel shall allocate, in its complete
4 discretion, any Court-awarded attorneys' fees and expenses among plaintiffs'
5 counsel.

6 14. Any payment of attorneys' fees and expenses pursuant to ¶¶ 12-13
7 above shall be subject to Class Counsel's obligation to make refunds or
8 repayments to the Settlement Fund of any paid amounts, plus accrued earnings at
9 the same net rate as is earned by the Settlement Fund, if the Settlement is
10 terminated pursuant to the terms of this Stipulation or fails to become effective for
11 any reason, or if, as a result of any appeal or further proceedings on remand or
12 successful collateral attack, the award of attorneys' fees and/or expenses is reduced
13 or reversed by Final non-appealable court order. Class Counsel shall make the
14 appropriate refund or repayment in full no later than fifteen (15) business days
15 after receiving notice of the termination of the Settlement pursuant to this
16 Stipulation or otherwise, notice from a court of appropriate jurisdiction of the
17 disapproval of the Settlement by Final non-appealable court order, or notice of any
18 reduction or reversal of the award of attorneys' fees and/or expenses by Final non-
19 appealable court order.

20 15. With the sole exception of Defendants' obligation to pay the
21 Settlement Amount into the Escrow Account as provided for in ¶ 5, the Released
22 Defendant Parties shall have no responsibility for, and no liability whatsoever with
23 respect to, any payment whatsoever to plaintiffs' counsel in the Action that may
24 occur at any time.

25 16. The Released Defendant Parties shall have no responsibility for, and
26 no liability whatsoever with respect to, any allocation of any attorneys' fees or
27 expenses among plaintiffs' counsel in the Action, or to any other Person who may
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1 assert some claim thereto, or any fee or expense awards the Court may make in the
2 Action.

3 17. The Released Defendant Parties shall have no responsibility for, and
4 no liability whatsoever with respect to, any attorneys' fees, costs, or expenses
5 incurred by or on behalf of Class Members, whether or not paid from the Escrow
6 Account. The Settlement Fund will be the sole source of payment for any award of
7 attorneys' fees and expenses ordered by the Court.

8 18. The procedure for and the allowance or disallowance by the Court of
9 any Fee and Expense Application are not part of the Settlement set forth in this
10 Stipulation, and are separate from the Court's consideration of the fairness,
11 reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any
12 order or proceeding relating to any Fee and Expense Application, including an
13 award of attorneys' fees or expenses in an amount less than the amount requested
14 by Class Counsel, or any appeal from any order relating thereto or reversal or
15 modification thereof, shall not operate to terminate or cancel the Stipulation, or
16 affect or delay the finality of the Judgment or Alternative Judgment approving the
17 Stipulation and the Settlement set forth herein, including, but not limited to, the
18 release, discharge, and relinquishment of the Released Claims against the Released
19 Defendant Parties, or any other orders entered pursuant to the Stipulation. Class
20 Representative and Class Counsel may not cancel or terminate the Stipulation or
21 the Settlement in accordance with ¶ 37 or otherwise based on the Court's or any
22 appellate court's ruling with respect to fees and expenses in the Action.

23 **ADMINISTRATION EXPENSES**

24 19. Except as otherwise provided herein, the Net Settlement Fund shall be
25 held in the Escrow Account until the Effective Date.

26 20. Prior to the Effective Date, without further approval from Defendants
27 or further order of the Court, Class Counsel may expend up to \$750,000 from the
28 Settlement Fund to pay Notice and Administration Expenses actually incurred.

1 Additional sums for this purpose prior to the Effective Date may be paid from the
2 Settlement Fund upon agreement of the Parties or order of the Court. Taxes and
3 fees related to the Escrow Account and investment of the Settlement Fund may be
4 paid as incurred, without further approval of Defendants or further order of the
5 Court. If Defendants choose to provide notice under the Class Action Fairness Act
6 of 2005, such notice shall be their responsibility, at their own expense, and shall be
7 mailed no later than ten (10) calendar days after the filing of this Stipulation with
8 the Court. After the Effective Date, without approval of Defendants or further
9 order of the Court, Notice and Administration Expenses may be paid as incurred.

10 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

11 21. Class Counsel will apply to the Court for a Distribution Order, on
12 notice to Defendants' Counsel, approving the Claims Administrator's
13 determinations concerning the acceptance and rejection of the claims submitted
14 herein, and, if the Effective Date has occurred, directing the payment of the Net
15 Settlement Fund to Authorized Claimants.

16 22. The Claims Administrator shall administer the Settlement under Class
17 Counsel's supervision in accordance with the terms of this Stipulation and subject
18 to the jurisdiction of the Court. The Released Defendant Parties and Defendants'
19 Counsel shall have no responsibility for (except as stated in ¶ 5 hereof), interest in,
20 or liability whatsoever with respect to the administration of the Settlement or the
21 actions or decisions of the Claims Administrator, and shall have no liability to the
22 Class in connection with such administration.

23 23. The Claims Administrator shall determine each Authorized
24 Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized
25 Claimant's Recognized Loss, as defined in the Plan of Allocation included in the
26 Settlement Notice, or in such other plan of allocation as the Court may approve.

27 24. Defendants have no role in the development of, and will take no
28 position with respect to, the Plan of Allocation. The Plan of Allocation is a matter

1 separate and apart from the proposed Settlement, and any decision by the Court
2 concerning the Plan of Allocation shall not affect the validity or finality of the
3 proposed Settlement. The Plan of Allocation is not a necessary term of this
4 Stipulation and it is not a condition of this Stipulation that any particular plan of
5 allocation be approved by the Court. Class Representative and Class Counsel may
6 not cancel or terminate the Stipulation or the Settlement in accordance with ¶ 37 or
7 otherwise based on the Court's or any appellate court's ruling with respect to the
8 Plan of Allocation or any plan of allocation in the Action. The Released Defendant
9 Parties and Defendants' Counsel shall have no responsibility or liability for
10 reviewing or challenging claims, the allocation of the Net Settlement Fund, or the
11 distribution of the Net Settlement Fund.

12 25. If there is any balance remaining in the Net Settlement Fund (whether
13 by reason of tax refunds, uncashed checks or otherwise) after at least six (6)
14 months from the date of initial distribution of the Net Settlement Fund and after the
15 payment of any outstanding Notice and Administration Expenses, Taxes, and
16 attorneys' fees and expenses, if any, Class Counsel shall, if feasible and
17 economical, redistribute such balance among Authorized Claimants who have
18 cashed their checks in an equitable and economic fashion. Any balance that still
19 remains in the Net Settlement Fund after redistribution(s), which is not feasible or
20 economical to reallocate, after payment of outstanding Notice and Administration
21 Expenses, Taxes, and attorneys' fees and expenses, if any, shall be contributed to
22 non-sectarian, not-for-profit charitable organization(s) designated by Class
23 Representative and approved by the Court.

24 **ADMINISTRATION OF THE SETTLEMENT**

25 26. Any Class Member who fails timely to submit a valid Proof of Claim
26 (substantially in the form of Exhibit A-2) will not be entitled to receive any of the
27 proceeds from the Net Settlement Fund, except as otherwise ordered by the Court,
28 but will otherwise be bound by all of the terms of this Stipulation and the

1 Settlement, including the terms of the Judgment or Alternative Judgment to be
2 entered in the Action and all releases provided for herein, and will be barred from
3 bringing any action, claim or proceeding of any kind against the Released
4 Defendant Parties concerning any Released Claim, whether or not such Class
5 Member has filed an objection to the Settlement, the proposed Plan of Allocation,
6 or any Fee and Expense Application by Class Counsel.

7 27. Class Counsel shall be responsible for supervising the administration
8 of the Settlement and disbursement of the Net Settlement Fund by the Claims
9 Administrator. Class Counsel shall have the right, but not the obligation, to advise
10 the Claims Administrator to waive what Class Counsel deems to be *de minimis* or
11 formal or technical defects in any Proof of Claim submitted. The Released
12 Defendant Parties and Defendants' Counsel shall have no liability, obligation or
13 responsibility for the administration of the Settlement, the allocation of the Net
14 Settlement Fund, or the reviewing or challenging of claims of Class Members.
15 Class Counsel shall be solely responsible for designating the Claims Administrator,
16 subject to approval by the Court.

17 28. For purposes of determining the extent, if any, to which a Class
18 Member shall be entitled to be treated as an Authorized Claimant, the following
19 conditions shall apply:

20 (a) Each claimant shall be required to submit a Proof of Claim,
21 substantially in the form attached hereto as Exhibit A-2, supported by such
22 documents as are designated therein, including proof of the claimant's loss, or such
23 other documents or proof as the Claims Administrator or Class Counsel, in their
24 discretion, may deem acceptable;

25 (b) All Proofs of Claim must be submitted by the date set by the
26 Court in the Preliminary Approval Order and specified in the Settlement Notice,
27 unless such deadline is extended by Order of the Court. Any Class Member who
28 fails to submit a Proof of Claim by such date shall be barred from receiving any

1 distribution from the Net Settlement Fund or payment pursuant to this Stipulation
2 (unless, by Order of the Court or the discretion of Class Counsel, late-filed Proofs
3 of Claim are accepted), but shall in all other respects be bound by all of the terms
4 of this Stipulation and the Settlement, including the terms of the Judgment or
5 Alternative Judgment and all releases provided for herein, and will be permanently
6 barred and enjoined from bringing any action, claim or other proceeding of any
7 kind against any Released Defendant Party, whether or not such Class Member has
8 filed an objection to the Settlement, the proposed Plan of Allocation, or any Fee
9 and Expense Application by Class Counsel. Provided that it is received before the
10 motion for the Distribution Order is filed, a Proof of Claim shall be deemed to be
11 submitted when mailed, if received with a postmark on the envelope and if mailed
12 by first-class or overnight U.S. Mail and addressed in accordance with the
13 instructions thereon. In all other cases, the Proof of Claim shall be deemed to have
14 been submitted when actually received by the Claims Administrator;

15 (c) Each Proof of Claim shall be submitted to and reviewed by the
16 Claims Administrator, under the supervision of Class Counsel, who shall
17 determine in accordance with this Stipulation the extent, if any, to which each
18 claim shall be allowed, subject to review by the Court;

19 (d) Proofs of Claim that do not meet the submission requirements
20 may be rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims
21 Administrator shall communicate with the claimant in writing to give the claimant
22 the chance to remedy any curable deficiencies in the Proof of Claim submitted.
23 The Claims Administrator, under supervision of Class Counsel, shall notify, in a
24 timely fashion and in writing, all claimants whose claims the Claims Administrator
25 proposes to reject in whole or in part for curable deficiencies, setting forth the
26 reasons therefor, and shall indicate in such notice that the claimant whose claim is
27 to be rejected has the right to a review by the Court if the claimant so desires and
28 complies with the requirements of subparagraph (e) below;

1 (e) If any claimant whose timely claim has been rejected in whole
2 or in part for curable deficiency desires to contest such rejection, the claimant
3 must, within twenty (20) calendar days after the date of mailing of the notice
4 required in subparagraph (d) above, or a lesser period of time if the claim was
5 untimely, serve upon the Claims Administrator a notice and statement of reasons
6 indicating the claimant's grounds for contesting the rejection along with any
7 supporting documentation, and requesting a review thereof by the Court. If a
8 dispute concerning a claim cannot be otherwise resolved, Class Counsel shall
9 thereafter present the request for review to the Court; and

10 (f) The determinations of the Claims Administrator accepting or
11 rejecting disputed claims shall be presented to the Court, on notice to Defendants'
12 Counsel, for approval by the Court in the Distribution Order.

13 29. Each claimant who submits a Proof of Claim shall be deemed to have
14 submitted to the jurisdiction of the Court with respect to the claimant's claim,
15 including but not limited to, all releases provided for herein and in the Judgment or
16 Alternative Judgment, and the claim will be subject to investigation and discovery
17 under the Federal Rules of Civil Procedure, provided that such investigation and
18 discovery shall be limited to the claimant's status as a Class Member and the
19 validity and amount of the claimant's claim. In connection with processing the
20 Proofs of Claim, no discovery shall be allowed on the merits of the Action or the
21 Settlement.

22 30. Payment pursuant to the Distribution Order shall be deemed final and
23 conclusive against any and all Class Members. All Class Members whose claims
24 are not approved by the Court shall be barred from participating in distributions
25 from the Net Settlement Fund, but otherwise shall be bound by all of the terms of
26 this Stipulation and the Settlement, including the terms of the Judgment or
27 Alternative Judgment to be entered in the Action and the releases provided for
28 herein and therein, and will be barred from bringing any action against the

1 Released Defendant Parties concerning the Released Claims, whether or not such
2 Class Member has filed an objection to the Settlement, the proposed Plan of
3 Allocation, or any Fee and Expense Application by Class Counsel.

4 31. All proceedings with respect to the administration, processing and
5 determination of claims described by this Stipulation and the determination of all
6 controversies relating thereto, including disputed questions of law and fact with
7 respect to the validity of claims, shall be subject to the jurisdiction of the Court, but
8 shall not in any event delay or affect the finality of the Judgment or Alternative
9 Judgment.

10 32. No Person shall have any claim of any kind against the Released
11 Defendant Parties or Defendants' Counsel with respect to the matters set forth in
12 this section (*i.e.*, ¶¶ 26-32) or any of its subsections, or otherwise related in any
13 way to the administration of the Settlement, including without limitation the
14 processing of claims and distributions.

15 33. No Person shall have any claim against Class Representative, Class
16 Counsel, or the Claims Administrator, or other agent designated by Class Counsel,
17 based on the distributions made substantially in accordance with this Stipulation
18 and the Settlement contained herein, the Plan of Allocation, or further order(s) of
19 the Court.

20 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

21 34. Promptly upon execution of this Stipulation, Class Counsel and
22 Defendants' Counsel shall jointly apply to the Court for entry of the Preliminary
23 Approval Order, which shall be substantially in the form annexed hereto as Exhibit
24 A, and shall jointly seek to have the motion heard by the Court within fifteen (15)
25 calendar days of the execution of this Stipulation. The Preliminary Approval
26 Order will, *inter alia*, preliminarily approve the Settlement, set the date for the
27 Settlement Hearing, approve the form of notice, and prescribe the method for
28 giving notice of the Settlement to the Class.

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TERMS OF THE JUDGMENT

35. If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel and Defendants’ Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

EFFECTIVE DATE OF SETTLEMENT

36. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

- (a) entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;
- (b) payment of the Settlement Amount into the Escrow Account;
- (c) approval by the Court of the Settlement, following notice to the Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and
- (d) a Judgment, which shall be in all material respects substantially in the form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final; or in the event that an Alternative Judgment has been entered and none of the Parties elects to terminate the Settlement by reason of such variance, the Alternative Judgment has become Final.

WAIVER OR TERMINATION

37. Defendants and Class Representative each shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14) calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court’s Final refusal to approve this Stipulation or any material part of it; (iii) the Court’s Final refusal to enter the Judgment in any material respect or an Alternative Judgment (with an understanding that those parts, if any, that pertain to the Plan of Allocation or the award of attorneys’ fees and expenses are not material for this

1 purpose); or (iv) the date upon which the Judgment or Alternative Judgment is
2 modified or reversed in any material respect by a Final order of the Court, the
3 United States Court of Appeals, or the Supreme Court of the United States. For the
4 avoidance of doubt, Class Representative shall not have the right to terminate the
5 Settlement due to any decision, ruling, or order respecting the Fee and Expense
6 Application or any plan of allocation.

7 38. In addition to the foregoing, Defendants shall also have the right to
8 withdraw from the Settlement in the event the Termination Threshold (defined
9 below) has been reached.

10 (a) Simultaneously herewith, Defendants' Counsel and Class
11 Counsel are executing a confidential Supplemental Agreement Regarding Requests
12 for Exclusion ("Supplemental Agreement"). The Supplemental Agreement sets
13 forth certain conditions under which Amgen shall have the sole option to terminate
14 the Settlement and render this Stipulation null and void in the event that new
15 requests for exclusion from the Class in response to the Settlement Notice exceed
16 certain agreed-upon criteria (the "Termination Threshold").

17 (b) The Parties agree to maintain the confidentiality of the
18 Supplemental Agreement, which shall not be filed with the Court unless and until a
19 dispute between Class Representative and Amgen concerning its interpretation or
20 application arises, and shall not otherwise be disclosed to any Person who is not a
21 Party hereto, or the Party's representative. Notwithstanding the provisions of this
22 sub paragraph, Defendants shall have the option, but not the obligation, to disclose
23 a redacted version of the Supplemental Agreement to the recipients of any notice
24 provided under the Class Action Fairness Act of 2005. Such redacted version of
25 the Supplemental Agreement shall not disclose the Termination Threshold.

26 (c) In the event of a termination of this Settlement pursuant to the
27 Supplemental Agreement, this Stipulation shall become null and void and of no
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1 further force and effect, with the exception of the provisions of ¶¶ 44-45 which
2 shall continue to apply.

3 39. The Preliminary Approval Order, attached hereto as Exhibit A, shall
4 provide that requests for exclusion shall be received no later than twenty-one (21)
5 calendar days prior to the Settlement Hearing. Upon receiving any request for
6 exclusion pursuant to the Settlement Notice, Class Counsel shall promptly, and
7 certainly no later than five (5) calendar days after receiving a request for exclusion
8 or fifteen (15) calendar days prior to the Settlement Hearing, whichever is earlier,
9 notify Defendants' Counsel of such request for exclusion and provide, by email,
10 copies of such request for exclusion and any documentation accompanying it.

11 40. In addition to all of the rights and remedies that Class Representative
12 has under the terms of this Stipulation, Class Representative shall also have the
13 right to terminate the Settlement in the event that the Settlement Amount has not
14 been paid in the time period provided for in ¶ 5 above, by providing written notice
15 of the election to terminate to all other Parties and, thereafter, there is a failure to
16 pay the Settlement Amount within fourteen (14) calendar days of such written
17 notice.

18 41. If, before the Settlement becomes Final, any Defendant files for
19 protection under the Bankruptcy Code or any similar law or a trustee, receiver,
20 conservator, or other fiduciary is appointed under Bankruptcy, or any similar law,
21 and in the event of the entry of a final order of a court of competent jurisdiction
22 determining the transfer of money or any portion thereof to the Settlement Fund by
23 or on behalf of such Defendant to be a preference, voidable transfer, fraudulent
24 transfer or similar transaction and any portion thereof is required to be returned,
25 and such amount is not promptly deposited into the Settlement Fund by others,
26 then, at the election of Class Representative, the Parties shall jointly move the
27 Court to vacate and set aside the release given and the Judgment or Alternative
28 Judgment entered in favor of that Defendant and that Defendant and Class

1 Representative and the members of the Class shall be restored to their litigation
2 positions immediately prior to June 22, 2016. All releases and the Judgment or
3 Alternative Judgment as to other Defendants shall remain unaffected.

4 (a) Amgen warrants, as to itself and the payments made on its
5 behalf, that, at the time of such payment, each will not be insolvent, nor will
6 payment render each insolvent, within the meaning of and/or for the purposes of
7 the United States Bankruptcy Code, including Sections 101 and 547 thereof.

8 42. If the circumstances providing for an option to withdraw from and
9 terminate this Stipulation and Settlement arises under any of ¶¶ 37-41 above: (i)
10 neither Defendants nor Class Representative (as the case may be) will be required
11 for any reason or under any circumstance to exercise that option; and (ii) any
12 exercise of that option shall be made in good faith, but in the sole and unfettered
13 discretion of Defendants or Class Representative, as applicable.

14 43. With the exception of the provisions of ¶¶ 44-45 which shall continue
15 to apply, in the event the Settlement is terminated as set forth herein or cannot
16 become effective for any reason, then: (i) the Settlement shall be without prejudice,
17 and none of its terms shall be effective or enforceable except as specifically
18 provided herein; (ii) the Parties shall be deemed to have reverted to their respective
19 litigation positions in the Action immediately prior to June 22, 2016; (iii) any
20 portion of the Settlement Amount previously paid shall be returned pursuant to ¶
21 44; and (iv) except as specifically provided herein, the Parties shall proceed in all
22 respects as if this Stipulation and any related order had not been entered. In such
23 event, this Stipulation, and any aspect of the discussions or negotiations leading to
24 this Stipulation shall not be admissible in this Action or any other action and shall
25 not be used against or to the prejudice of Defendants or against or to the prejudice
26 of Class Representative in any court filing, deposition, at trial, or otherwise. The
27 provisions of this paragraph shall not apply to an action to enforce the terms of this
28 Stipulation.

1 (b) do not constitute, and shall not be offered or received against or
2 to the prejudice of the Released Defendant Parties as evidence of a presumption,
3 concession, or admission of any fault, misrepresentation, or omission with respect
4 to any statement or written document approved or made by the Released Defendant
5 Parties, or against or to the prejudice of Class Representative, or any other member
6 of the Class as evidence of any infirmity in the claims of Class Representative, or
7 the other members of the Class;

8 (c) do not constitute, and shall not be offered or received against or
9 to the prejudice of the Released Parties, or their respective counsel, as evidence of
10 a presumption, concession, or admission with respect to any liability, damages,
11 negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other
12 reason against or to the prejudice of any of the Released Parties, or their respective
13 counsel, in any other civil, criminal, or administrative action or proceeding, other
14 than such proceedings as may be necessary to effectuate the provisions of this
15 Stipulation;

16 (d) do not constitute, and shall not be construed against the
17 Released Parties, as an admission or concession that the consideration to be given
18 hereunder represents the amount that could be or would have been recovered after
19 trial; and

20 (e) do not constitute, and shall not be construed as or received in
21 evidence as an admission, concession, or presumption against Class
22 Representative, or any other member of the Class that any of their claims are
23 without merit or infirm or that damages recoverable under the Amended Complaint
24 would not have exceeded the Settlement Amount.

25 46. Notwithstanding ¶ 45 above, the Released Parties, and their respective
26 counsel, may file this Stipulation, the Judgment, the Alternative Judgment, and/or
27 any Proof of Claim submitted by a Class Member in any action that may be
28 brought against them in order to: (i) support a defense or counterclaim based on

1 principles of *res judicata*, collateral estoppel, release, statute of limitations, statute
2 of repose, good-faith settlement, judgment bar or reduction, or any theory of claim
3 preclusion or issue preclusion or similar defense or counterclaim; or (ii) to
4 effectuate any liability protection granted them under any applicable insurance
5 policy. The Released Parties may file this Stipulation and/or the Judgment or
6 Alternative Judgment in any action that may be brought to enforce the terms of this
7 Stipulation and/or the Judgment or Alternative Judgment. All Released Parties
8 submit to the jurisdiction of the Court for purposes of implementing and enforcing
9 the Settlement.

10 **MISCELLANEOUS PROVISIONS**

11 47. All of the exhibits to the Stipulation, except any plan of allocation to
12 the extent incorporated in those exhibits, and the Supplemental Agreement are
13 material and integral parts hereof and are fully incorporated herein by this
14 reference.

15 48. The Parties intend the Settlement to be the full, final, and complete
16 resolution of all claims asserted or that could have been asserted by the Parties
17 with respect to the Released Claims and Released Defendants' Claims.
18 Accordingly, the Parties agree not to assert in any forum that the Action was
19 brought, prosecuted, or defended in bad faith or without a reasonable basis. The
20 Parties and their respective counsel agree that each has complied fully with Rule
21 11 of the Federal Rules of Civil Procedure in connection with the maintenance,
22 prosecution, defense, and settlement of the Action and shall not make any
23 application for sanctions, pursuant to Rule 11 or other court rule or statute, with
24 respect to any claim or defense in this Action. The Parties agree that the amount
25 paid and the other terms of the Settlement were negotiated at arm's-length and in
26 good faith by the Parties and their respective counsel and reflect a settlement that
27 was reached voluntarily based upon adequate information and after consultation
28 with competent legal counsel.

1 49. This Stipulation and the Supplemental Agreement may not be
2 modified or amended, nor may any of their provisions be waived, except by a
3 writing signed by counsel for the Parties hereto, or their successors, that are
4 materially and adversely affected by the modification, amendment, or waiver.

5 50. The headings herein are used for the purpose of convenience only and
6 are not meant to have legal effect.

7 51. The administration and consummation of the Settlement as embodied
8 in this Stipulation shall be under the authority of the Court, and the Court shall
9 retain jurisdiction for the purpose of entering orders providing for awards of
10 attorneys' fees and any expenses, and implementing and enforcing the terms of this
11 Stipulation.

12 52. The waiver by one Party of any breach of this Stipulation by any other
13 Party shall not be deemed a waiver of any other prior or subsequent breach of this
14 Stipulation.

15 53. This Stipulation, its exhibits, and the Supplemental Agreement
16 constitute the entire agreement among the Parties concerning the Settlement as
17 against the Defendants, and no representation, warranty, or inducement has been
18 made by any Party concerning this Stipulation and its exhibits other than those
19 contained and memorialized in such documents.

20 54. Nothing in the Stipulation, or the negotiations relating thereto, is
21 intended to or shall be deemed to constitute a waiver of any applicable privilege or
22 immunity, including, without limitation, attorney-client privilege, joint defense
23 privilege, or work product protection.

24 55. Without further order of the Court, the Parties may agree to
25 reasonable extensions of time to carry out any of the provisions of this Stipulation.

26 56. All designations and agreements made, or orders entered during the
27 course of the Action relating to the confidentiality of documents or information
28 shall survive this Stipulation.

1 57. This Stipulation may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same
3 instrument. Signatures sent by facsimile or via e-mail in pdf format shall be
4 deemed originals.

5 58. This Stipulation shall be binding when signed, but the Settlement shall
6 be effective upon the entry of the Judgment or Alternative Judgment and the
7 payment in full of the Settlement Amount, subject only to the condition that the
8 Effective Date will have occurred.

9 59. This Stipulation shall be binding upon, and inure to the benefit of, the
10 successors and assigns of the Parties.

11 60. The construction, interpretation, operation, effect, and validity of this
12 Stipulation, and all documents necessary to effectuate it, shall be governed by the
13 laws of the State of California without regard to conflicts of laws, except to the
14 extent that federal law requires that federal law govern.

15 61. This Stipulation shall not be construed more strictly against one Party
16 than another merely by virtue of the fact that it, or any part of it, may have been
17 prepared by counsel for one of the Parties, it being recognized that it is the result of
18 arm's-length negotiations among the Parties, and all Parties have contributed
19 substantially and materially to the preparation of this Stipulation.

20 62. All counsel and any other person executing this Stipulation and any of
21 the exhibits hereto, or any related Settlement document, warrant and represent that
22 they have the full authority to do so, and that they have the authority to take
23 appropriate action required or permitted to be taken pursuant to the Stipulation to
24 effectuate its terms.

25 63. The Parties and their respective counsel agree to cooperate fully with
26 one another in promptly applying for preliminary approval by the Court of the
27 Settlement so that the motion is heard by the Court within fifteen (15) calendar
28 days of the execution of this Stipulation, and for the scheduling of a hearing for


1 consideration of Final approval of the Settlement and Class Counsel's Fee and
2 Expense Application, and to agree promptly upon and execute all such other
3 documentation as reasonably may be required to obtain Final approval by the
4 Court of the Settlement.

5 64. All agreements made and orders entered during the course of the
6 Action relating to the confidentiality of information shall survive this Stipulation.

7 65. Except as otherwise provided herein, each Party shall bear its own
8 costs.

9 **IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be
10 executed, by their duly authorized attorneys, as of July 20, 2016.

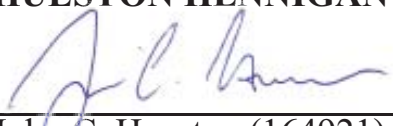
11 **LABATON SUCHAROW LLP**

12
13 By: 
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15 James W. Johnson (*pro hac vice*)
16 Christopher J. McDonald (*pro hac vice*)
17 Richard T. Joffe (*pro hac vice*)
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19 New York, New York 10005
20 Telephone: (212) 907-0700
21 Facsimile: (212) 818-0477

22 *Attorneys for Lead Plaintiff and Class*
23 *Representative Connecticut Retirement*
24 *Plans and Trust Funds and Counsel for*
25 *the Class*

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Attorneys for Defendant Amgen Inc.

APPENDIX 1

APPENDIX 1

Persons Excluded from the Class Pursuant to Request

1	EDMUND F FICEK TRUST UA 12/15/98 EDMUND F FICEK TR	NORMAL	IL
2	ROBERT W FINKE	BIG SANDY	MT
3	RICHARD E BONDANZA	NEW PORT RICHEY	FL
4	HARRY A WICHT	CULPEPER	VA
5	DOLLARS & SENSE INVESTMENT CLUB C/O MADONNA SCHACKMANN	NEWTON	IL
6	ESTATE OF SALLIE POSTON KIDD THOMAS WAYLAND KIDD EXECUTOR	GEORGETOWN,	TX
7	WALTER COX	WILLIAMSBURG	MI
8	LUCIA S WELSH TRUST 2 DTD 2/16/94 LUCIA S WELSH TTEE	PASADENA	MD
9	ANNA L TOMEY	NORTH FORT MYERS	FL
10	JOE FAMILY TRUST DTD 7/9/94 ALVIN C JOE AND CHARLENE L JOE TRUSTEES F/T	FOSTER CITY	CA
11	CARLOS A MUNOZ JAIME	NAGUABO	PR
12	CAROLINE ZOE BALES-BICKLEY	KENNEDALE	TX
13	DONALD E & ROSE M DENNIS TRUST U/A DATED 11/06/90 DONALD E DENNIS TR	SAN JOSE	CA
14	TOVA MARIE SHERGOLD	SOUTH BARRINGTON	IL
15	KIM A DAY	NEWBURY PARK	CA
16	CHRISTOPHER D HAWKES	SANTA CLARA	CA
17	MARILYN K BIGWOOD	MINOT	ND
18	MICHELE C GOYETTE	SIMI VALLEY	CA
19	DOUGLAS R ANGELL	LITTLETON	CO
20	HENRY R DARLINGTON	LA QUINTA	CA
21	HELENE L OBACK-RUSSO	NEW YORK	NY
22	JOSEPH D RUSSO	NEW YORK	NY
23	ROBERTA R KOSTURN	WOODLAND HILLS	CA
24	STEVEN D HALL	SAN DIEGO	CA
25	JUDITH L GALLAGHER	BURLINGTON	ON
26	LOREN MENNENGA	BELMOND	IA
27	KENNETH JONES	BREMEN	GA

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28	EYE CARE SPECIALISTS PROFIT SHARING TRUST DTD 2/15/83 DR JAMES T PATTEN TTEE	NORWOOD	MA
29	MARKETPLACE STUDY GROUP, A PARTNERSHIP KARLA BLAKE, TREASURER	PHOENIX	AZ
30	CHRISTINE C SISKI	SEATTLE	WA
31	ROBERT L READ & EUDORA F READ	GROVE	OK
32	WILLIAM P FRANKLIN	GOLDSBORO	NC
33	DAVID S NOYES SR	DELAND	FL
34	EILEEN ELY	GREENWOOD	IN
35	PHILIP C TAGARI	NEWBURY PARK	CA
36	YUZO HAYASHI MAYUMI HAYASHI	URAWA CITY	JAPAN
37	SHARRON F FITZPATRICK	KENVIL	NJ
38	ANNE TEMSHIV	THOUSAND OAKS	CA
39	JANETTE G VALENTINE	LAKELAND	FL
40	ROBERT C AND MARIELLYN MCCRISTAL TRUST MARIELLYN MCCRISTAL, TRUSTEE	YPSILANTI	MI
41	HAER ENTERPRIZES INC C/O ELIZABETH CASEY	VANDALIA	OH
42	SEAN S ADAMS	NAPERVILLE	IL
43	SANDRA G JONES	RENSSELAER	NY
44	ERNST SAUERBRUCH	STEIN AM RHEIN	SWITZERLAND
45	LURAE ROWE	SOUTH JORDAN	UT
46	CATHERINE C LARMORE THOMAS H BEDDALL DEC'D	PARIS	VA
47	ANN E KUTA TRUST DTD 1/7/93 ANN E KUTA TRUSTEE	DES PLAINES	IL
48	SHERREY LYNN LUETJEN DOUGLAS A LUETJEN	SEATTLE	WA
49	STEVE WELSCH	ROCKTON	IL
50	GORDON L VICKERS AND NANCY G VICKERS TEN IN COM	WESTFIELD	NJ
51	HARRIETT S RINGO JOHN J RINGO	LEXINGTON	KY
52	IVELISSE SANTANA	JUNCOS	PR
53	TAI CHIU CHAN	LONG BEACH	MS
54	KATHRYN G MOTSINGER	WINSTON-SALEM	NC
55	CATHERINE C LARMORE THOMAS H BEDDALL DEC'D	PARIS	VA
55	SHIRLEY TOUNG	PALO ALTO	CA
56	SMITHSONIAN INSTITUTION	WASHINGTON	DC
57	SERGEJ NINKOVIC	BELGRADE	SERBIA
58	CHARLOTTE L KANE TRUSTEE FOR MAURICE M KANE TRUST U/A DTD 09/26/1986	GREENVILLE	OH

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59	JERRY WAYNE LEE	APEX	NC
60	JOYCE BEDNOWICZ	HAMPSHIRE	IL
61	DANIEL SCHWANKE	WEST HARTFORD	CT
62	MARY BETH CANTRELL	THOUSAND OAKS	CA
63	KENNETH H BARRATT	GREEN VALLEY	AZ
64	ALANNA J FEARING	LOS ANGELES	CA
65	HEATHER M BURNELL (AKA HEATHER M HEYDEN)	WESTLAKE VILLAGE	CA
66	LILLYVETTE SANTIAGO	CIDRA	PR
67	YANIRA RODRIQUEZ NUNEZ	GURABO	PR
68	JANA C OSTLUND & DALE A OSTLUND	SNOHOMISH	WA
69	FRANCIS P COOLIDGE	BOXBOROUGH	MA
70	SUSAN W TRAMONT	CORAL GABLES	FL
71	ESTATE OF ROBERT C PARTENHEIMER	FORT PIERCE	FL
72	BRIAN COHEN	VICTORIA	AUSTRALIA

Exhibit A

1 **LABATON SUCHAROW LLP**
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9 Plans and Trust Funds and Counsel for the
Class

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gnelson@kreindler.com
12 707 Wilshire Boulevard, Suite 3600
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13 Telephone: (213) 622-6469
Facsimile: (213) 622-6019

14 Local Counsel for Lead Plaintiff and
15 Class Representative Connecticut
Retirement Plans and Trust Funds

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19
20
21 IN RE AMGEN INC.
SECURITIES LITIGATION

Case No. CV 07-2536 PSG (PLAx)

Honorable Philip S. Gutierrez

22 **[PROPOSED] ORDER GRANTING**
PRELIMINARY APPROVAL OF
23 **CLASS ACTION SETTLEMENT,**
APPROVING FORM AND
24 **MANNER OF NOTICE, AND**
SETTING DATE FOR HEARING
25 **ON FINAL APPROVAL OF**
SETTLEMENT

1 **WHEREAS:**

2 A. A class action is pending in this Court entitled *In re Amgen Inc.*
3 *Securities Litigation*, Case No. CV 07-2536 PSG (PLAx) (the “Action”);

4 B. By Order on August 12, 2009, the Court certified a class of: all
5 persons and entities that purchased the publicly traded securities of Amgen Inc.
6 (“Amgen” or the “Company”) during the period from April 22, 2004 through May
7 10, 2007, inclusive, (the “Class Period”) and were damaged thereby (the “Class”).
8 Excluded from the Class are: (a) Defendants; (b) former Defendants; (c) the
9 affiliates and subsidiaries of the Company, including the Company’s employee
10 retirement and benefit plan(s); (d) the officers and directors of the Company and its
11 subsidiaries and affiliates at all relevant times; (e) members of the immediate
12 family of any excluded person; (f) the legal representatives, heirs, successors, and
13 assigns of any excluded person; and (g) any entity in which any excluded person
14 has or had a controlling interest. Pursuant to Rule 23(c) of the Federal Rules of
15 Civil Procedure and by Order of the Court, also excluded from the Class is any
16 person or entity that submitted a timely and valid request for exclusion pursuant to
17 the Notice of Pendency of Class Action (the “Class Notice”) disseminated to the
18 Class, who does not opt back into the Class;

19 C. Pursuant to this Court’s Order entered November 10, 2015, the Class
20 Notice was mailed to potential members of the Class to notify them of, among
21 other things: (a) the Action pending against the Defendants; (b) the Court’s
22 certification of the Action as a class action on behalf of the certified Class; (c) the
23 effect of remaining in the Class on any person or entity that falls within the
24 definition of the Class (“Class Members”) (including that Class Members will be
25 bound by all past, present, and future orders and judgments in the Action, whether
26 favorable or unfavorable); and (d) the right of Class Members to request exclusion
27 from the Class, the requirements for requesting exclusion, and the effect of
28 exclusion;

1 D. Court-appointed Class Representative Connecticut Retirement Plans
2 and Trust Funds (“Connecticut Retirement”, “Lead Plaintiff” or “Class
3 Representative”) on behalf of itself and the certified Class, on the one hand, and
4 Amgen, Kevin W. Sharer, Richard D. Nanula, Roger M. Perlmutter, and George J.
5 Morrow (collectively, the “Individual Defendants” and, with Amgen, the
6 “Defendants”), on the other hand, have entered into a Stipulation and Agreement
7 of Settlement, dated as of _____, 2016 (the “Stipulation”), which, together with the
8 exhibits annexed thereto, sets forth the terms and conditions of their proposed
9 settlement and the release of claims and dismissal of the Action against Defendants
10 with prejudice upon the terms and conditions set forth therein (the “Settlement”);

11 E. The Parties to the Stipulation have consented to the entry of this order;
12 and

13 F. The Court is familiar with and has reviewed the record in the Action
14 and has reviewed the Stipulation, including the exhibits attached to the Stipulation,
15 and found good cause for entering the following Order:

16 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

17 1. The Court, for the purposes of this Order, adopts all defined terms as
18 set forth in the Stipulation, unless otherwise defined herein.

19 2. The Court has reviewed the Stipulation and preliminarily finds the
20 Settlement set forth therein to be fair, reasonable, and adequate to all Class
21 Members, subject to further consideration at the Settlement Hearing described
22 below.

23 3. Pending further order of the Court, all litigation activity in this Action,
24 except that contemplated herein, in the Stipulation, in the Notice of Proposed Class
25 Action Settlement and Motion for Attorneys’ Fees and Expenses (the “Settlement
26 Notice”) or in the Judgment, is hereby stayed and all hearings, deadlines and other
27 proceedings in this Action, except for the Settlement Hearing (defined below), are
28 hereby taken off calendar.

1 **MAILING AND PUBLICATION OF SETTLEMENT NOTICE**

2 4. The Court hereby appoints Epiq Class Action & Claims Solutions,
3 Inc. (“Epiq” or “Claims Administrator”) as the Claims Administrator to supervise
4 and administer the notice procedure set forth herein, as well as the processing of
5 claims as more fully set forth below. The Claims Administrator was previously
6 authorized by the Court to issue the Class Notice and the Summary Notice of
7 Pendency of Class Action:

8 a. Twelve (12) business days following entry of this Order (the
9 “Notice Date”), the Claims Administrator shall begin to cause a copy of the
10 Settlement Notice and Proof of Claim and Release form (“Proof of Claim”),
11 substantially in the forms annexed hereto as Exhibits A-1 and A-2,
12 respectively, (collectively, the “Claim Packet”) to be mailed by first-class
13 mail, postage prepaid, to those members of the Class who may be identified
14 through reasonable effort, including by using the mailing records obtained in
15 connection with the Class Notice;

16 b. A Summary Notice of Proposed Class Action Settlement and
17 Motion for Attorneys’ Fees and Expenses (the “Summary Settlement
18 Notice”), substantially in the form annexed hereto as Exhibit A-3, shall be
19 published once in the national edition of *The Wall Street Journal* and
20 transmitted over *PR Newswire* no later than fourteen (14) calendar days after
21 the Notice Date; and

22 c. The Settlement Notice, the Summary Settlement Notice and the
23 Proof of Claim shall also be placed on the website created for the Action.

24 5. The Court approves the form of the Settlement Notice and Summary
25 Settlement Notice (together, the “Notices”) and the Proof of Claim form, and finds
26 that the procedures established for publication, mailing, and distribution of such
27 documents substantially in the manner and form set forth in Paragraph 4 of this
28 Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure,

1 Section 21D(a)(7) of the Securities Exchange Act of 1934 (the “Exchange Act”),
2 as amended by the Private Securities Litigation Reform Act of 1995 (the
3 “PSLRA”), 15 U.S.C. § 78u-4(a)(7), the Constitution of the United States, and any
4 other applicable law, and constitute the best notice practicable under the
5 circumstances.

6 6. No later than thirty-five (35) calendar days prior to the Settlement
7 Hearing, Class Counsel shall cause to be filed with the Court affidavits or
8 declarations showing that the mailing and publication have been made in
9 accordance with this Order.

10 7. In the previously disseminated Class Notice, brokers and other
11 nominees (“Nominees”) were advised that if, for the beneficial interest of any
12 person or entity other than themselves, they purchased Amgen publicly traded
13 securities during the Class Period they must either: (a) request from the Claims
14 Administrator sufficient copies of the Class Notice to forward to all such beneficial
15 owners, and forward them to all such beneficial owners; or (b) provide a list of the
16 names and addresses of all such beneficial owners to the Claims Administrator.

17 a. For Nominees who previously chose the first option (*i.e.*,
18 elected to mail the Class Notice directly to beneficial owners), the Claims
19 Administrator shall forward the same number of Claim Packets to such
20 Nominees, and the Nominees SHALL, WITHIN SEVEN (7) CALENDAR
21 DAYS of receipt of the Claim Packets, mail them to the beneficial owners.
22 Unless the Nominee has identified additional beneficial owners whose
23 names and addresses **WERE NOT** previously provided to the Claims
24 Administrator, such Nominees need not take any further action;

25 b. For Nominees who previously chose the second option (*i.e.*,
26 provided a list of names and addresses of beneficial holders to the Claims
27 Administrator), the Claims Administrator shall promptly mail a copy of the
28 Claim Packet to each of the beneficial owners whose names and addresses

1 the Nominee previously supplied. Unless the Nominee has identified
2 additional beneficial owners whose names and addresses **WERE NOT**
3 previously provided to the Claims Administrator, such Nominees need not
4 take any further action;

5 c. For Nominees that have identified additional beneficial owners
6 who **WERE NOT** previously identified in connection with the Class Notice,
7 such Nominees SHALL EITHER: (i) WITHIN SEVEN (7) CALENDAR
8 DAYS of receipt of the Claim Packet, provide a list of the names and
9 addresses of all such additional beneficial owners to the Claims
10 Administrator, or (ii) WITHIN SEVEN (7) CALENDAR DAYS of receipt
11 of the Claim Packet, request from the Claims Administrator sufficient copies
12 of the Claim Packet to forward to all such additional beneficial owners
13 which the Nominee SHALL, WITHIN SEVEN (7) CALENDAR DAYS of
14 receipt of the Claim Packets from the Claims Administrator, mail to the
15 beneficial owners;

16 d. Nominees who elect to send the Claim Packet to their beneficial
17 owners SHALL ALSO send a statement to the Claims Administrator
18 confirming that the mailing was made and SHALL RETAIN their mailing
19 records for use in connection with any further notices that may be provided
20 in the Action;

21 e. Upon full compliance with this Order, Nominees who mail the
22 Claim Packets to beneficial owners, or who provide additional names and
23 addresses of beneficial owners to the Claims Administrator, may seek
24 reimbursement of their reasonable expenses actually incurred in complying
25 with this Order by providing the Claims Administrator with proper
26 documentation supporting the expenses for which reimbursement is sought.
27 Such properly documented expenses incurred by Nominees in compliance
28 with the terms of this Order shall be paid from the Settlement Fund, with any

1 disputes as to the reasonableness or documentation of expenses subject to
2 review by the Court.

3 **HEARING: RIGHT TO BE HEARD**

4 8. The Court will hold a settlement hearing (the “Settlement Hearing”)
5 on _____, 2016 at _____.m., in the United States District Court for
6 the Central District of California, Edward R. Roybal Federal Building and
7 Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 880, for
8 the following purposes: (a) to determine whether the Settlement should be
9 approved as fair, reasonable, adequate and in the best interests of the Class; (b) to
10 determine whether a Judgment substantially in the form attached as Exhibit B to
11 the Stipulation, should be entered dismissing and releasing the Released Claims (as
12 that term is defined in the Stipulation) with prejudice; (c) to rule upon the Plan of
13 Allocation; (d) to rule upon Class Counsel’s application for an award of attorneys’
14 fees and payment of litigation expenses (which may include the costs and expenses
15 of the Class Representative directly related to its representation of the Class); and
16 (e) to consider any other matters that may properly be brought before the Court in
17 connection with the Settlement. Papers in support of the Settlement, the Plan of
18 Allocation and Class Counsel’s application for attorneys’ fees and payment of
19 litigation expenses shall be filed no later than thirty-five (35) calendar days prior to
20 the Settlement Hearing. Reply papers shall be filed no later than seven (7)
21 calendar days prior to the Settlement Hearing.

22 9. Any member of the Class may appear at the Settlement Hearing and
23 show cause why the proposed Settlement embodied in the Stipulation should or
24 should not be approved as fair, reasonable, adequate and in the best interests of the
25 Class, or why the Judgment should or should not be entered thereon, and/or to
26 present opposition to the Plan of Allocation or to the application of Class Counsel
27 for attorneys’ fees and litigation expenses. However, no Class Member shall be
28 heard or entitled to contest the approval of the terms and conditions of the

1 Settlement, or, if approved, the Judgment to be entered thereon approving the
2 same, or the terms of the Plan of Allocation or the application by Class Counsel for
3 an award of attorneys' fees and litigation expenses, unless, on or before twenty-one
4 (21) calendar days prior to the Settlement Hearing, that Class Member (a) filed
5 said objections, papers and briefs with the Clerk of the United States District Court
6 for the Central District of California; and (b) has served written objections, by
7 hand or first-class mail, as well as copies of any papers and/or briefs in support of
8 his, her or its position upon each of the following counsel for receipt on or before
9 twenty-one (21) calendar days prior to the Settlement Hearing: Christopher J.
10 McDonald, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005,
11 on behalf of Class Representative and the Class; and Moez M. Kaba, Esq., Hueston
12 Hennigan LLP, 523 West 6th Street, Suite 400, Los Angeles, CA 90014, on behalf
13 of the Defendants. Class Counsel will promptly provide copies of any objections
14 received to all counsel for Defendants and file copies with the Court in connection
15 with their motion for approval of the Settlement, the Plan of Allocation and the
16 application of Class Counsel for attorneys' fees and litigation expenses.

17 10. Any objection must include: (a) the full name, address, and phone
18 number of the objecting Class Member; (b) a list of all of the Class Member's
19 transactions in Amgen publicly traded securities during the Class Period, including
20 the amount and date of each purchase or sale, and the price paid and/or received;
21 (c) a written statement of all grounds for the objection accompanied by any legal
22 support for the objection; (d) copies of any papers, briefs or other documents upon
23 which the objection is based; (e) a list of any persons who will be called to testify
24 in support of the objection; (f) a statement of whether the objector intends to
25 appear at the Settlement Hearing; (g) a list of other cases in which the objector or
26 the objector's counsel have appeared either as settlement objectors or as counsel
27 for objectors in the preceding five years; and (h) the objector's signature, even if
28 represented by counsel. If the objector intends to appear at the Settlement Hearing

1 through counsel, the objection must also state the identity of all attorneys who will
2 appear on his, her or its behalf at the Settlement Hearing.

3 11. Any Class Member who does not make his, her or its objection in the
4 manner provided for herein shall be deemed to have waived such objection and
5 shall forever be foreclosed from making any objection to the fairness or adequacy
6 of the Settlement as reflected in the Stipulation, to the Plan of Allocation, or to the
7 application by Class Counsel for an award of attorneys' fees and litigation
8 expenses. By objecting to the Settlement, the Plan of Allocation and/or the
9 application by Class Counsel for an award of attorneys' fees and litigation
10 expenses, or otherwise requesting to be heard at the Settlement Hearing, a Person
11 shall be deemed to have submitted to the jurisdiction of the Court with respect to
12 the Person's objection or request to be heard and the subject matter of the
13 Settlement, including, but not limited to, enforcement of the terms of the
14 Settlement (including, but not limited to, the release of the Released Claims
15 provided for in the Stipulation and the Judgment).

16 12. If approved, all Class Members will be bound by the proposed
17 Settlement provided for in the Stipulation, and by any judgment or determination
18 of the Court affecting Class Members, whether favorable or unfavorable,
19 regardless of whether or not a Class Member submits a Proof of Claim form.

20 13. Any member of the Class may enter an appearance in the Action, at
21 his, her or its own expense, individually or through counsel of his, her or its own
22 choice. If they do not enter an appearance, they will be represented by Class
23 Counsel.

24 14. The Court reserves the right to (a) adjourn or continue the Settlement
25 Hearing, or any adjournment or continuance thereof, without further notice to
26 Class Members and (b) approve the Stipulation with modification and without
27 further notice to Class Members. The Court retains jurisdiction of this Action to
28

1 consider all further applications arising out of or otherwise relating to the proposed
2 Settlement, and as otherwise warranted.

3 **CLAIMS PROCESS**

4 15. In order to be potentially eligible to participate in the Settlement, a
5 Class Member must complete and submit a Proof of Claim in accordance with the
6 instructions contained therein. To be valid and accepted, Proofs of Claim
7 submitted in connection with the Settlement must be postmarked or received on or
8 before one-hundred and twenty (120) calendar days after the Notice Date, unless
9 otherwise ordered by the Court.

10 16. Any Class Member who does not timely submit a valid Proof of
11 Claim, shall not be eligible to share in the Settlement Fund, unless otherwise
12 ordered by the Court, but will otherwise be bound by all of the terms of the
13 Stipulation and Settlement, including the terms of the Judgment or Alternative
14 Judgment to be entered in the Action and the releases provided for therein.

15 **OPTING BACK INTO THE CLASS**

16 17. Any Person that has validly and timely requested exclusion from the
17 Class in connection with the Class Notice may elect to opt-back into the Class. By
18 opting back into the Class, such Person shall be eligible to submit a Proof of Claim
19 for payment from the Net Settlement Fund. Any such Person who wishes to opt-
20 back into the Class must either, individually or through counsel, request to opt-
21 back into the Class in writing to the Claims Administrator within the time and in
22 the manner set forth in the Settlement Notice, which provides that any such request
23 to opt-back into the Class must be mailed or delivered such that it is received on or
24 before twenty-one (21) calendar days prior to the Settlement Hearing, at the
25 address set forth in the Settlement Notice. Each request to opt-back into the Class
26 must: (a) provide the name, address and telephone number of the person or entity
27 requesting to opt-back into the Class; (b) state that such person or entity “requests
28 to opt-back into the Class in *In re Amgen Inc. Securities Litigation*, Case No. CV

1 07-2536 PSG (PLAx)”; and (c) be signed by the person or entity requesting to opt-
2 back into the Class or an authorized representative.

3 18. Any Person who validly and timely requested exclusion in connection
4 with the Class Notice and who does not opt-back into the Class in accordance with
5 the requirements set forth in this Order and the Settlement Notice, shall remain
6 excluded from the Class. Such Person shall not be a Class Member, shall not be
7 bound by the terms of the Settlement, the Stipulation, or any other orders or
8 judgments in the Action, and shall not receive any payment out of the Net
9 Settlement Fund.

10 **EXCLUSION FROM THE CLASS IN CONNECTION WITH**
11 **SETTLEMENT NOTICE**

12 19. Any requests for exclusion from the Class in connection with the
13 Settlement Notice must be submitted in accordance with the instructions included
14 in the Settlement Notice. A Class Member wishing to make such a request shall
15 mail the request in written form by first class mail to the address designated in the
16 Notice, such that it is received on or before twenty-one (21) calendar days prior to
17 the Settlement Hearing. Such request for exclusion shall clearly state that the
18 Class Member “requests exclusion from the Class in *In re Amgen Inc. Securities*
19 *Litigation*, Case No. CV 07-2536 PSG (PLAx)” and must (a) state the name,
20 address and telephone number of the person or entity requesting exclusion; (b)
21 state the number of Amgen publicly traded securities the person or entity
22 purchased and/or sold during the Class Period, as well as the dates and prices of
23 each such purchase and/or sale; and (c) be signed by the Person requesting
24 exclusion or an authorized representative. The request for exclusion shall not be
25 effective unless it provides the required information and is made within the time
26 stated above, or the exclusion is otherwise accepted by the Court.

27 20. All Persons who submit valid and timely requests for exclusion in the
28 manner set forth in this paragraph and the Settlement Notice shall have no rights

1 under the Stipulation, shall not share in the distribution of the Net Settlement Fund,
2 and shall not be bound by the Stipulation or any final judgment.

3 21. Any member of the Class who does not request exclusion from the
4 Class in the manner stated in this Order and the Settlement Notice or Class Notice
5 shall be deemed to have waived his, her or its right to be excluded from the Class,
6 and shall forever be barred from requesting exclusion from the Class in this or any
7 other proceeding, and shall be bound by the Settlement, the Judgment, and the
8 Alternative Judgment, including, but not limited to, the release of the Released
9 Claims against the Released Parties provided for in the Stipulation and the
10 Judgment, if the Court approves the Settlement. In addition, this Court is not
11 opining on the ability of a Person who seeks exclusion from the Class to
12 subsequently bring an action against any of the Released Parties.

13 22. The Released Defendant Parties shall have no responsibility or
14 liability whatsoever with respect to the Plan of Allocation or Class Counsel's
15 application for an award of attorneys' fees and litigation expenses. The Plan of
16 Allocation and Class Counsel's application for an award of attorneys' fees and
17 litigation expenses will be considered separately from the fairness, reasonableness,
18 and adequacy of the Settlement. At or after the Settlement Hearing, the Court will
19 determine whether Class Counsel's proposed Plan of Allocation should be
20 approved, and the amount of attorneys' fees and litigation expenses to be awarded
21 to Class Counsel.

22 23. Only Class Members, the Claims Administrator, and Class Counsel
23 shall have any right to any portion of, or any rights in the distribution of, the
24 Settlement Fund, unless otherwise ordered by the Court or otherwise provided in
25 the Stipulation.

26 24. All funds held by the escrow bank shall be deemed and considered to
27 be *in custodia legis* and shall remain subject to the jurisdiction of the Court until
28

1 such time as such funds shall be distributed pursuant to the Stipulation and/or
2 further order of the Court.

3 25. As set forth in the Stipulation, notwithstanding the fact that the
4 Effective Date has not yet occurred, Class Counsel may pay from the Settlement
5 Fund, without further approval from Defendants or further order of this Court, a
6 portion of the Notice and Administration Expenses actually incurred. Such costs
7 and expenses may include, without limitation, the actual costs of printing and
8 mailing the Class Notice, Settlement Notice and Proof of Claim, reimbursements to
9 nominee owners for forwarding the Class Notice and Settlement Notice to their
10 beneficial owners, publication of the summary notices, the administrative expenses
11 incurred and fees charged by the Claims Administrator in connection with
12 providing notice and processing the submitted claims, and the fees, if any, of the
13 Escrow Agent. In the event that the Settlement is terminated pursuant to the terms
14 of the Stipulation, all Notice and Administration Expenses reasonably paid or
15 reasonably incurred, including any related fees, shall not be returned or repaid to
16 Defendants or any other Released Defendant Party, or to any person or entity who
17 or which paid any portion of the Settlement Amount on their behalf.

18 26. The fact and terms of this Order and the Settlement, all negotiations,
19 discussions, drafts and proceedings in connection with this Order and the
20 Settlement, and any act performed or document signed in connection with this
21 Order and the Settlement, shall not, in this or any other Court, administrative
22 agency, arbitration forum or other tribunal, constitute an admission of, or evidence
23 of, or be deemed to create any inference of: (a) any acts of wrongdoing or lack of
24 wrongdoing; (b) any liability on the part of Defendants or any other Released
25 Defendant Party to Class Representative, the Class or anyone else; (c) any
26 deficiency of any claim or defense that has been or could have been asserted in this
27 Action; (d) any damages or lack of damages suffered by Class Representative, the
28 Class or anyone else; or (e) the Settlement Amount (or any other amount)

1 representing the amount that could or would have been recovered in this Action
2 against Defendants if it was not settled at this point in time. The fact and terms of
3 this Order and the Settlement, all negotiations, discussions, drafts and proceedings
4 in connection with this Order and the Settlement, and any act performed or
5 document signed in connection with this Order and the Settlement, shall not be
6 offered or received in evidence or used for any other purpose in this or any other
7 proceeding in any court, administrative agency, arbitration forum or other tribunal,
8 except as necessary to enforce the terms of this Order and/or the Settlement,
9 including, but not limited to, the Judgment, the Alternative Judgment, and the
10 release of the Released Claims provided for in the Stipulation.

11 27. In the event that the Settlement fails to become effective in
12 accordance with its terms, or if the Judgment or Alternative Judgment is not
13 entered or is reversed, vacated or materially modified on appeal (and, in the event
14 of material modification, if any party elects to terminate the Settlement), this Order
15 (except Paragraphs 25 and 26) shall be null and void, the Stipulation shall be
16 deemed terminated, and the Parties shall return to their positions without prejudice
17 in any way, as provided for in the Stipulation.

18 28. The Court retains exclusive jurisdiction over the Action to, *inter alia*,
19 consider all further matters arising out of or connected with the Settlement, the
20 Plan of Allocation, and the request for attorneys' fees and litigation expenses.

21 SO ORDERED this _____ day of _____, 2016.
22
23

24 _____
25 HONORABLE PHILIP S. GUTIERREZ
26 UNITED STATES DISTRICT JUDGE
27
28

Exhibit A-1

1 **LABATON SUCHAROW LLP**
Thomas A. Dubbs (*pro hac vice*)
2 *tdubbs@labaton.com*
James W. Johnson (*pro hac vice*)
3 *jjohnson@labaton.com*
Christopher J. McDonald (*pro hac vice*)
4 *cmcdonald@labaton.com*
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5 *rjoffe@labaton.com*
140 Broadway
6 New York, NY 10005
Telephone: (212) 907-0700
7 Facsimile: (212) 818-0477

8 Attorneys for Lead Plaintiff and Class
Representative Connecticut Retirement Plans
9 and Trust Funds and Counsel for the Class

10 **KREINDLER & KREINDLER LLP**
Gretchen M. Nelson (#112566)
11 *gnelson@kreindler.com*
707 Wilshire Boulevard, Suite 3600
12 Los Angeles, California 90017
Telephone: (213) 622-6469
13 Facsimile: (213) 622-6019

14 Local Counsel for Lead Plaintiff and Class
Representative Connecticut Retirement Plans
15 and Trust Funds

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19 **IN RE AMGEN INC.**
20 **SECURITIES LITIGATION**

Case No. CV 07-2536 PSG (PLAx)

Honorable Philip S. Gutierrez

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES
AND EXPENSES**

1 **If you purchased Amgen Inc. publicly traded securities during the period**
2 **from April 22, 2004 through May 10, 2007, inclusive (the “Class Period”), and**
3 **were damaged thereby (the “Class”), you may be entitled to a payment from a**
4 **class action settlement.**

5 *A federal court authorized this notice. This is not a solicitation from a lawyer.*

6 • This Settlement Notice is to inform you of the proposed Settlement of
7 this class action (the “Action”), and a hearing that will be held by the Court
8 to consider: (i) whether the Settlement should be approved; (ii) the
9 application of Class Counsel for attorneys’ fees and expenses (see page ____
10 below); and (iii) whether the proposed Plan of Allocation for the Settlement
11 proceeds should be approved (the “Settlement Hearing”). This Settlement
12 Notice describes important rights you may have and what steps you must
13 take if you wish to participate in the Settlement, wish to object, wish to opt-
14 back into the Class (if you previously validly and timely sought exclusion),
15 or now wish to be excluded from the Class.

16 • If approved by the Court, the Settlement will create a \$95,000,000
17 cash settlement fund for the benefit of eligible Class Members, less any
18 attorneys’ fees and litigation expenses awarded by the Court and less Notice
19 and Administration Expenses.

20 • The Settlement resolves claims by Court-appointed Class
21 Representative Connecticut Retirement Plans and Trust Funds (“Connecticut
22 Retirement”, “Lead Plaintiff” or “Class Representative”) that have been
23 asserted on behalf of the certified Class against Amgen Inc. (“Amgen” or the
24 “Company”), Kevin W. Sharer, Richard D. Nanula, Roger M. Perlmutter,
25 and George J. Morrow (collectively, the “Individual Defendants” and, with
26 Amgen, the “Defendants”). It avoids the costs and risks of continuing the
27 litigation; pays money to investors like you; and releases the Released
28 Defendant Parties (defined below) from liability.

• If you are a Class Member, your legal rights are affected whether you

1 act or do not act. Read this Settlement Notice carefully.

2 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

3 SUBMIT A CLAIM FORM BY 4 _____, 2016	The only way to get a payment. <i>See</i> Section D for details.
5 OPT-BACK INTO THE CLASS BY 6 SUBMITTING AN OPT- BACK IN REQUEST 7 BY _____, 2016	If you previously submitted a timely and valid request for exclusion from the Class in connection with the previously mailed Class Notice and now want to be part of the Class in order to receive a payment from the Net Settlement Fund (defined below), you must follow the steps for “Opting-Back Into the Class” set forth in Section F below.
8 EXCLUDE YOURSELF FROM THE CLASS BY 9 _____, 2016	Get no payment. This is the only option that, assuming your claim is timely brought, might enable you to ever bring or be part of any other lawsuit about the Released Claims (defined below) against Defendants and the other Released Defendant Parties. If you previously submitted a valid and timely request for exclusion from the Class in connection with the Class Notice and wish to remain excluded from the Class, no further action is necessary. <i>See</i> Section E for details.
13 OBJECT BY 14 _____, 2016	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation, and/or the request for attorneys’ fees and expenses. You will still be a member of the Class and you can submit a claim form. <i>See</i> Section G for details.
16 GO TO A HEARING ON 17 _____, 2016	Ask to speak in Court at the Settlement Hearing.
17 DO NOTHING	Get no payment. Stay in the Class and release the Released Claims.

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1 **SUMMARY OF THIS NOTICE**

2 **(a) Statement of Plaintiff’s Recovery**

3 Pursuant to this proposed Settlement, a Settlement Fund consisting of
4 \$95,000,000 in cash, including any accrued interest, has been established. Based
5 on Class Representative’s expert’s estimate of the number of shares of common
6 stock entitled to participate in the Settlement, and assuming that all such shares
7 entitled to participate do so, Class Representative’s expert estimates that the
8 average recovery per allegedly damaged share of Amgen common stock would be
9 approximately \$0.12 per share and approximately \$1.85 per bond with a par value
10 of \$1,000 (before deduction of Court-approved expenses, such as attorneys’ fees
11 and expenses and administrative costs), and approximately \$0.08 per share and
12 approximately \$1.25 per bond with a par value of \$1,000 after the deduction of the
13 attorneys’ fees and expenses discussed below.

14 A Class Member’s actual recovery will be a portion of the Net Settlement
15 Fund (defined below), determined by comparing his, her, or its “Recognized Loss”
16 to the total Recognized Losses of all Class Members who submit acceptable Proofs
17 of Claim. An individual Class Member’s actual recovery will depend on, for
18 example: (i) the total number of claims submitted; (ii) when the Class Member
19 purchased Amgen securities during the Class Period; (iii) the purchase price paid;
20 (iv) the type of security purchased; and (v) whether the securities were held at the
21 end of the Class Period or sold (and, if sold, when they were sold and the amount
22 received). See the Plan of Allocation beginning on page [____] for information on
23 the calculation of your Recognized Loss.

24 **(b) Statement of Potential Outcome if the Action Continued to Be Litigated**

25 The Parties disagree on both liability and damages and do not agree on the
26 amount of damages, if any, that would be recoverable if Class Representative were
27 to prevail on each claim alleged. The issues on which the Parties disagree include,
28 but are not limited to: (i) whether Defendants made any material misstatements or

1 omissions; (ii) whether any Defendant acted with the required state of mind;
2 (iii) the extent to which the various matters that Class Representative alleged were
3 false and misleading inflated (if at all) the trading price of Amgen’s publicly traded
4 securities at various times during the Class Period; (iv) whether any purchaser of
5 Amgen securities has suffered damages as a result of the alleged misstatements and
6 omissions in Amgen’s public statements; (v) the extent of such damages, assuming
7 they exist, including the appropriate economic models and methodologies for
8 measuring damages; and (vi) the extent to which confounding news and/or external
9 factors, such as general market and industry conditions, and company-specific
10 factors unrelated to the Defendants’ alleged violations of the federal securities
11 laws, influenced the trading price of Amgen’s securities.

12 **(c) Statement of Attorneys’ Fees and Litigation Expenses Sought**

13 Labaton Sucharow LLP (“Class Counsel”) will make a motion, on behalf of
14 all plaintiffs’ counsel, asking the Court to award attorneys’ fees of no more than
15 25% of the Settlement Fund, which will include accrued interest, and to approve
16 the payment of litigation expenses incurred in prosecuting the Action in an amount
17 not to exceed \$7,000,000, plus any interest on such amount at the same rate and for
18 the same period as earned by the Settlement Fund (“Fee and Expense
19 Application”). In addition, Class Counsel’s Fee and Expense Application may
20 make a request for an award to Class Representative for reimbursement of its
21 reasonable costs and expenses, including lost wages, directly related to its
22 representation of the Class, pursuant to the Private Securities Litigation Reform
23 Act of 1995 (the “PSLRA”) in a total amount not to exceed \$150,000. A copy of
24 the Fee and Expense Application will be posted on
25 www.AmgenSecuritiesLitigation.com after it has been filed with the Court.

26 If the Court approves the Fee and Expense Application, the average cost per
27 allegedly damaged share of Amgen common stock for such fees and expenses
28 would be approximately \$0.04 per share and approximately \$0.60 per bond with a

1 par value of \$1,000. The average cost per damaged security will vary depending
2 on the number of acceptable claims submitted. Class Counsel has expended
3 considerable time and effort in the prosecution of this litigation without receiving
4 any payment, and has advanced the expenses of the litigation, such as the cost of
5 experts, in the expectation that if it were successful in obtaining a recovery for the
6 Class it would be paid from such recovery. In this type of litigation it is customary
7 for counsel to be awarded a percentage of the common fund recovered as
8 attorneys' fees.

9 **(d) Further Information**

10 Further information regarding this Action and this Settlement Notice may be
11 obtained by contacting the Claims Administrator: *Amgen Securities Litigation, c/o*
12 *Epiq* _____, 800-462-2317, www.AmgenSecuritiesLitigation.com; or Class
13 Counsel: Labaton Sucharow LLP, (888) 219-6877, www.labaton.com,
14 settlementquestions@labaton.com.

15 **DO NOT CALL THE COURT WITH QUESTIONS**
16 **ABOUT THE SETTLEMENT**

17 **(e) Reasons for the Settlement**

18 For Class Representative, the principal reason for the Settlement is the
19 certain benefit to the Class. This benefit must be compared to the risk that no
20 recovery might be achieved after a contested trial and likely appeals, possibly years
21 into the future.

22 For Defendants, who deny and continue to deny all allegations of
23 wrongdoing or liability whatsoever, the principal reason for the Settlement is to
24 eliminate the burden, expense, uncertainty, and distraction of further litigation.

25 **[END OF PSLRA COVER PAGE]**

26 **A. BASIC INFORMATION**

27 **1. Why did I get this Settlement Notice?**

1 You or someone in your family may have purchased the publicly traded
2 securities of Amgen during the period from April 22, 2004 through May 10, 2007,
3 inclusive.

4 The Court in charge of the case is the United States District Court for the
5 Central District of California. The lawsuit is known as *In re Amgen Inc. Securities*
6 *Litigation*, Case No. CV 07-2536 PSG (PLAx) and is assigned to the Honorable
7 Philip S. Gutierrez. The people who have sued are called plaintiffs, and the
8 company and persons they have sued are called defendants. Class Representative
9 in the Action, Connecticut Retirement Plans and Trust Funds, represents the Class.
10 Defendants are Amgen, Kevin W. Sharer, Richard D. Nanula, Roger M.
11 Perlmutter, and George J. Morrow.

12 The Court directed that this Settlement Notice be sent to Class Members
13 because they have a right to know about the proposed Settlement of this class
14 action lawsuit, and about all of their options, before the Court decides whether to
15 approve the Settlement. The Court will review the Settlement at a Settlement
16 Hearing on _____, **2016**, in Courtroom 880 of the United States District
17 Court for the Central District of California, Edward R. Roybal Federal Building
18 and Courthouse, 255 East Temple Street, Los Angeles, CA 90012, at __:____
19 ____m. If the Court approves the Settlement, and after any objections and appeals
20 are resolved, a claims administrator appointed by the Court will make the
21 payments that the Settlement allows.

22 This Settlement Notice and the Proof of Claim and Release (“Claim Form”)
23 explain the Action, the Settlement, Class Members’ legal rights, what benefits are
24 available, who is eligible for them, and how to get them.

25
26 **2. What is this lawsuit about and what has happened so far?**

27 This Action was commenced in April of 2007 by the filing of securities class
28 action complaints alleging that Defendants violated the federal securities laws in

1 connection with statements made about the drugs Aranesp® and Epogen®. On
2 July 31, 2007, the Court entered an Order consolidating the securities class actions
3 into this Action and appointing Connecticut Retirement as Lead Plaintiff pursuant
4 to the PSLRA. In the same Order, the Court approved Connecticut Retirement’s
5 selection of Labaton Sucharow LLP (“Labaton Sucharow”) as Lead Counsel for
6 the proposed class.

7 On October 1, 2007, Class Representative filed its Consolidated Amended
8 Class Action Complaint, asserting claims under Sections 10(b) and 20(a) of the
9 Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5
10 promulgated thereunder. On November 8, 2007, Defendants filed a motion to
11 dismiss the Complaint, which was granted in part and denied in part by the Court
12 on February 1, 2008. Thereafter, on April 2, 2008, Defendants filed their answer
13 to the Complaint.

14 On March 4, 2009, Connecticut Retirement moved for class certification,
15 appointment as class representative, and appointment of Labaton Sucharow as
16 class counsel. Defendants opposed the motion. On August 12, 2009, the Court
17 issued an Order granting Connecticut Retirement’s motion and appointing
18 Connecticut Retirement as Class Representative (“Class Certification Order”).
19 Labaton Sucharow was appointed Class Counsel by a subsequent order entered on
20 October 29, 2013.

21 On August 28, 2009, Defendants filed a petition in the United States Court
22 of Appeals for the Ninth Circuit (the “Ninth Circuit”) seeking leave to appeal the
23 Class Certification Order. On December 11, 2009, the Ninth Circuit granted
24 Defendants’ petition. Ultimately, the Ninth Circuit affirmed the Class Certification
25 Order on November 8, 2011. On March 1, 2012, Defendants filed a petition for a
26 writ of *certiorari* with the United States Supreme Court, which was granted. On
27 November 5, 2012, the Supreme Court heard oral argument and on February 27,
28 2013, the Supreme Court affirmed the decision of the Ninth Circuit.

1 On September 18, 2015, Class Representative filed its unopposed motion to
2 approve the form, content, and method for providing notice of the pendency of the
3 Action to the Class. On November 10, 2015, the Court entered an order approving
4 Class Representative’s long-form notice (the “Class Notice”) and summary notice
5 of pendency. Beginning on December 3, 2015 and December 17, 2015,
6 respectively, the notices were disseminated to the Class by mail and publication, as
7 ordered by the Court.

8 Class Representative, through Class Counsel, has conducted a thorough
9 investigation of the claims, defenses, and underlying events and transactions that
10 are the subject of the Action. This process has included reviewing and analyzing:
11 (i) documents filed publicly by the Company with the U.S. Securities and
12 Exchange Commission (“SEC”); (ii) publicly available information, including
13 press releases, news articles, and other public statements issued by or concerning
14 the Company and the Defendants; (iii) research reports issued by financial analysts
15 concerning the Company; (iv) other publicly available information and data
16 concerning the Company; (v) approximately 22,500,000 pages of documents and
17 over 50 megabytes of statistical and other native files produced by Defendants and
18 approximately 293,000 pages of documents produced by third-parties during
19 discovery; and (vi) the applicable law governing the claims and potential defenses.

20 Prior to reaching the agreement in principle to settle the Action, counsel for
21 Class Representative and Defendants completed voluminous class, fact and expert
22 discovery, which commenced in 2008 before the district court proceedings were
23 stayed pending Defendants’ appeal of the Class Certification Order. The parties
24 resumed fact discovery following remand from the Supreme Court in 2013. At
25 that time, in August 2013, the Court held a status conference with the parties and
26 set a new case schedule, including a new deadline for amendment of the pleadings.
27 Class Representative subsequently amended its complaint to add new
28 misstatements and otherwise strengthen its allegations based primarily on

1 additional evidence obtained in discovery and other developments.

2 Specifically, on May 5, 2014, Class Representative filed the Corrected
3 Second Amended Complaint (“Amended Complaint”), which is the operative
4 complaint in the Action. The operative Amended Complaint alleges that
5 Defendants violated Sections 10(b) and 20(a) of the Exchange by making false and
6 misleading statements or omissions about the safety and marketing of Aranesp®,
7 including related clinical trials. The Amended Complaint further alleges that these
8 false statements and omissions caused the price of Amgen securities to be
9 artificially inflated during the Class Period and that the price of Amgen securities
10 declined when the alleged truth was disclosed and the alleged risks materialized.
11 On May 13, 2014, Defendants filed a motion to dismiss, challenging both the old
12 and new allegations in the Amended Complaint, which the Court granted in part
13 and denied in part on August 4, 2014. On September 17, 2014, Defendants
14 answered the Amended Complaint.

15 Class Representative and Defendants resumed fact discovery after the
16 second motion to dismiss decision in August 2014, with Class Representative
17 serving a new set of document requests focused on the new allegations in the
18 Amended Complaint. The parties began taking fact depositions in May of 2015 (in
19 addition to several others that had been taken previously in 2009-2010 and 2013)
20 and completed fact discovery on September 4, 2015. The parties then immediately
21 commenced expert discovery, which concluded on February 25, 2016. Ultimately,
22 the voluminous class, fact, and expert discovery undertaken by counsel for Class
23 Representative and Defendants included the following: service of numerous sets
24 of discovery requests (including 7 sets of document requests, 53 interrogatories,
25 and 155 requests for admission served by Class Representative on Defendants);
26 review of approximately 22,500,000 pages of documents and over 50 megabytes of
27 statistical and other native files produced by Defendants and approximately
28 293,000 pages of documents produced by third-parties; taking or defending

1 approximately 52 depositions (approximately 38 of which were taken by Class
2 Representative), including the depositions of Class Representative, the Individual
3 Defendants, and 14 experts (8 of which were taken by Class Representative); and
4 exchanging 36 total expert reports directed at marketing, biostatistics, oncology,
5 clinical trials, FDA regulations, loss causation, damages, and criminal guilty pleas.

6 Additionally, by the date the agreement in principle to settle was reached,
7 Defendants' two motions for summary judgment (one on loss causation and one on
8 falsity and scienter issues) had been fully briefed as of May 4, 2016, with the
9 parties preparing for oral argument scheduled for July 1, 2016. Moreover, the
10 parties had virtually completed all pre-trial preparations, including filing of 23
11 *Daubert* motions and motions *in limine* (17 of which were filed by Class
12 Representative and 6 by Defendants), the joint witness list, and the parties'
13 respective memoranda of contentions of fact and law. Further, Class
14 Representative had served its proposed jury instructions and special verdict forms
15 on Defendants, and the parties had exchanged and/or were negotiating their trial
16 exhibit lists, deposition transcript designations, and the stipulated and contested
17 facts. Additionally, the parties were in the process of drafting the final pretrial
18 conference order and otherwise preparing for the final pretrial conference, which
19 was set for July 6, 2016. The trial of the Action was scheduled by the Court to
20 begin on July 19, 2016.

21 In 2015 and 2016, Class Counsel and Defendants' Counsel participated in
22 two in-person mediated settlement discussions before retired federal judges (in
23 addition to numerous, informal conference calls with the first mediator that took
24 place in 2013-2015). The first mediation session occurred on December 2, 2015
25 before the Honorable Vaughn R. Walker (Ret.), who was appointed as mediator by
26 the Court in November 2013; the parties did not reach a settlement at that time.
27 The second mediation occurred on May 17, 2016 before the Honorable Dickran M.
28 Tevrizian (Ret.). Although a settlement was not reached at the May 17, 2016

1 mediation, discussions continued, and ultimately Judge Tevrizian made a
2 “mediator’s proposal” to the Parties recommending a settlement amount of \$95
3 million. After the acceptance of the mediator’s proposal to settle, Class Counsel
4 and Defendants’ Counsel, on behalf of their respective clients, entered into a
5 binding term sheet, dated June 22, 2016, setting forth, among other things, the
6 agreement to settle and release all claims asserted against the Defendants in the
7 Action.

8 **3. Why is this a class action?**

9
10 In a class action, one or more people called plaintiffs sue on behalf of people
11 who have similar claims. The Court must certify the action to proceed as a class
12 action and appoint the “class representatives.” All of the individuals and entities
13 on whose behalf the class representatives are suing are known as “class members.”
14 Bringing a case as a class action allows the adjudication of many similar claims
15 that might be economically too small to bring individually. One court resolves the
16 issues in the case for all class members, except for those who choose to exclude
17 themselves from the class (*see* Question 11 below). In this Action, the Court has
18 appointed Connecticut Retirement to serve as the Class Representative and has
19 appointed Labaton Sucharow LLP to serve as Class Counsel.

20 **4. What are the reasons for the Settlement?**

21 The Court did not finally decide in favor of Class Representative or
22 Defendants. Instead, both sides agreed to a settlement. Class Representative
23 agreed to the Settlement because of the certain, substantial, and immediate
24 monetary benefit it will provide to the Class, compared to the risk that a lesser or
25 no recovery might be achieved after a contested trial and likely appeals, possibly
26 years into the future. For example, Defendants have raised a number of arguments
27 and defenses that Class Representative would not be able to establish that
28

1 Defendants acted with the requisite fraudulent intent. Also, even assuming Class
2 Representative could establish liability, Defendants maintained that any potential
3 investment losses suffered by Class Representative and Class Members were
4 caused by known risks or external, independent factors, or company-specific
5 factors unrelated to Defendants' alleged violations of the federal securities laws,
6 rather than such alleged misconduct. In the absence of a Settlement, the Parties
7 would present factual and expert testimony on each of these issues, and there is
8 considerable risk that the Court or jury would resolve these issues unfavorably
9 against Class Representative and the Class. In light of the amount of the
10 Settlement and the guaranteed recovery to the Class, Class Representative and
11 Class Counsel believe that the proposed Settlement is fair, reasonable and
12 adequate, and in the best interests of the Class.

13 Defendants have denied and continue to deny each and every one of the
14 claims alleged by Class Representative in the Action. Defendants have taken into
15 account the burden, expense, uncertainty, distraction, and risks inherent in any
16 litigation, and have concluded that it is desirable that the Action be fully and
17 finally settled upon the terms and conditions set forth in the Stipulation.

18 B. WHO IS IN THE SETTLEMENT

19 5. How do I know if I am part of the Class? Are there exceptions to being 20 included in the Class?

21 The Court has certified the following Class, subject to certain exceptions
22 identified below:

23 *All persons and entities that purchased the publicly traded securities of*
24 *Amgen Inc.”) during the period from April 22, 2004 through May 10,*
25 *2007, inclusive, and were damaged thereby (the “Class”).*

26 Excluded from the Class are: (a) Defendants; (b) former Defendants; (c) the
27 affiliates and subsidiaries of the Company, including the Company's employee
28

1 Court-awarded attorneys' fees and expenses, settlement administration costs, and
2 any applicable Taxes (the "Net Settlement Fund"), among all Class Members who
3 send in valid and timely Proofs of Claim.

4 **7. How much will my payment be?**

5 Your share of the Net Settlement Fund will depend on several things,
6 including: (i) the total amount of Recognized Losses of other Class Members; (ii)
7 the number of Amgen securities you purchased; (iii) the type of securities you
8 bought; (iv) how much you paid for them; (v) when you bought them; and
9 (vi) whether or when you sold your securities, and, if so, for how much.

10 Your Recognized Loss will be calculated according to the formulas shown
11 below in the Plan of Allocation. It is unlikely that you will get a payment for your
12 entire Recognized Loss, given the number of potential Class Members. After all
13 Class Members have sent in their Proofs of Claim, the payment you get will be a
14 portion of the Net Settlement Fund based on your Recognized Loss divided by the
15 total of everyone's Recognized Loss. See the Plan of Allocation in Question 24 for
16 more information on your Recognized Loss.

17
18 **D. HOW TO RECEIVE A PAYMENT—SUBMITTING A
19 PROOF OF CLAIM**

20 **8. How can I get a payment?**

21 To qualify for a payment, you must be a member of the Class and must
22 submit a timely and valid Claim Form. A Claim Form is being circulated with this
23 Settlement Notice. You may also get one on the Internet at the websites for the
24 Claims Administrator or Class Counsel: www.AmgenSecuritiesLitigation.com or
25 www.labaton.com. The Claims Administrator can also help you if you have
26 questions about the form. Please read the instructions carefully, fill out the Claim
27 Form, include all the documents the form asks for, sign it, and submit it so that it is
28 *postmarked or received on or before _____, 2016.*

1 **9. When will I receive my payment?**

2 The Court will hold a Settlement Hearing on _____, **2016** to
3 decide whether to approve the Settlement. Even if the Court approves the
4 Settlement, there may still be appeals, which can take time to resolve, perhaps
5 more than a year. It also takes time for all the Proofs of Claim to be processed.
6 All Proofs of Claim need to be submitted by _____, **2016**.

7 Once all the Proofs of Claim are processed and claims are calculated, Class
8 Counsel, without further notice to the Class, will apply to the Court for an order
9 distributing the Net Settlement Fund to Class Members. Please be patient.

10 **10. What am I giving up to get a payment and by staying in the Class?**

11 Unless you exclude yourself, you will stay in the Class, which means that
12 upon the “Effective Date” you will release all “Released Claims” against the
13 “Released Defendant Parties”.

14 **“Released Claims”** means any and all claims, causes of action, rights,
15 duties, controversies, obligations, demands, actions, debts, sums of money, suits,
16 contracts agreements, promises, damages, losses, judgments, liabilities, allegations
17 and arguments of every nature and description (including, but not limited to, any
18 claims for damages (whether compensatory, special, incidental, consequential,
19 punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or
20 rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs,
21 expenses, or any other form of legal or equitable relief whatsoever), including both
22 known claims and Unknown Claims (defined below), whether arising under
23 federal, state, local, foreign or statutory law, common law, or administrative law,
24 or any other law, rule or regulation, at law or in equity, whether class or individual
25 in nature, whether fixed or contingent, whether accrued or unaccrued, whether
26 liquidated or unliquidated, whether matured or unmatured, whether class or
27 individual in nature, that Class Representative or any other Class Member: (i)
28

1 asserted in the Action; or (ii) could have asserted in the Action, or any other action,
2 or in any forum, that arise from, are based upon, or relate in any way to both (a) the
3 purchase or sale of the publicly traded securities of Amgen Inc. during the Class
4 Period and (b) the facts, matters, allegations, transactions, events, disclosures,
5 representations, statements, conduct, acts, or omissions or failures to act that were
6 alleged or that could have been alleged in the Action against the Released
7 Defendant Parties. For the avoidance of doubt, Released Claims do not include (i)
8 claims relating to the enforcement of the Settlement; (ii) *Harris v. Amgen, Inc.*,
9 Case No. 07-CV-05442 (C.D. Cal.); (iii) *Durgin v. Sharer*, Case No. 07-CV-03001
10 (C.D. Cal.); (iv) *Rosenblum v. Sharer*, Case No. 07-CV-6140 (C.D. Cal.); (v)
11 *Larson v. Sharer*, Case No. SC0 50311 (Cal. Sup. Ct. Ventura Cty.); (vi) *Anderson*
12 *v. Sharer*, Case No. SC0 50313 (Cal. Sup. Ct. Ventura Cty.); (vii) *Weil v. Sharer*,
13 Case No. 56-2007-00288830 (Cal. Sup. Ct. Ventura Cty.); and (viii) *Purnell v.*
14 *Sharer*, Case No. 56-2013-00431078 (Cal. Sup. Ct. Ventura Cty.); or any case(s)
15 consolidated with any of the cases named in this paragraph (z).

16 **“Released Defendant Parties”** means Defendants and Defendants’
17 Counsel, and each of their respective past or present subsidiaries, parents,
18 affiliates, principals, successors and predecessors, assigns, divisions, joint
19 ventures, officers, directors, shareholders, underwriters, trustees, partners, agents,
20 fiduciaries, contractors, employees, attorneys, advisors, accountants, auditors,
21 insurers, personal or legal representatives; the spouses, members of the immediate
22 families, representatives, estates, executors, administrators and heirs of the
23 Individual Defendants, as well as any trust of which any Individual Defendant is
24 the settlor or which is for the benefit of any of their immediate family members;
25 any firm, trust, corporation, or entity in which any Defendant has a controlling
26 interest; and any of the legal representatives, heirs, successors in interest or assigns
27 of Defendants.

28 **“Unknown Claims”** means any and all Released Claims that Class

1 Representative, or any other Class Member, does not know or suspect to exist in
2 his, her, or its favor at the time of the release of the Released Defendant Parties,
3 and any and all Released Defendants' Claims that any Defendant does not know or
4 suspect to exist in his, her, or its favor at the time of the release of the Released
5 Plaintiff Parties, which if known by him, her, or it might have affected his, her, or
6 its decision(s) with respect to the Settlement, including the settlement with and
7 release of the Released Defendant Parties or the Released Plaintiff Parties and, and
8 any decision to object to the terms of the Settlement or to exclude himself, herself,
9 or itself from the Class. With respect to any and all Released Claims and Released
10 Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date,
11 Class Representative and Defendants shall expressly, and each other Class Member
12 shall be deemed to have, and by operation of the Judgment or Alternative
13 Judgment shall have, to the fullest extent permitted by law, expressly waived and
14 relinquished any and all provisions, rights and benefits conferred by Section 1542
15 of the California Civil Code or any similar, comparable, or equivalent law of any
16 state or territory of the United States, or principle of common law. Section 1542
17 reads as follows:

18 **A general release does not extend to claims which the creditor**
19 **does not know or suspect to exist in his or her favor at the time of**
20 **executing the release, which if known by him or her must have**
21 **materially affected his or her settlement with the debtor.**

22 Class Representative, Class Members, or Defendants may hereafter discover facts,
23 legal theories, or authorities in addition to or different from those which any of
24 them now knows or believes to be true with respect to the subject matter of the
25 Released Claims and the Released Defendants' Claims, but Class Representative
26 and Defendants shall expressly, fully, finally, and forever settle and release, and
27 each Class Member shall be deemed to have settled and released, and upon the
28 Effective Date and by operation of the Judgment or Alternative Judgment shall

1 have settled and released, fully, finally, and forever, any and all Released Claims
2 and Released Defendants' Claims as applicable, , known or unknown, suspected or
3 unsuspected, contingent or noncontingent, whether or not concealed or hidden,
4 which now exist, or heretofore have existed, upon any theory of law or equity now
5 existing or coming into existence in the future, including, but not limited to,
6 conduct that is negligent, intentional, with or without malice, or a breach of any
7 duty, law, or rule, without regard to the subsequent discovery or existence of such
8 different or additional facts, legal theories, or authorities, whether or not previously
9 or currently asserted in any action. Class Representative and Defendants
10 acknowledge, and other Class Members by operation of law shall be deemed to
11 have acknowledged, that the inclusion of "Unknown Claims" in the definition of
12 Released Claims and Released Defendants' Claims was separately bargained for
13 and is a material term of the Settlement of which this release is a part.

14 The "**Effective Date**" will occur when an Order by the Court approving the
15 Settlement becomes Final and is not subject to appeal, as set out more fully in the
16 Stipulation on file with the Court and available at
17 www.AmgenSecuritiesLitigation.com or www.labaton.com.

18 If you remain a member of the Class, all of the Court's orders about the
19 Settlement and in the Action will apply to you and legally bind you.

20 **E. EXCLUDING YOURSELF FROM THE CLASS**

21 If you already submitted a valid and timely request for exclusion in
22 connection with the Class Notice, *you do not need to do so again*. If you are not
23 certain whether you previously submitted a request for exclusion, please contact
24 the Claims Administrator, Epiq, at (____) ____-____ for assistance.
25

26 If you did not previously submit a valid and timely request for exclusion and
27 do not want a payment from this Settlement, but you want to keep any right you
28 may have to sue or continue to sue Defendants and the other Released Defendant

1 Parties on your own about the Released Claims, then you must take steps now to
2 exclude yourself from the Class. This is called “opting out” of the Class. **Please**
3 **note: if you decide to exclude yourself, there is a risk that any lawsuit you may**
4 **file to pursue claims alleged in the Action may be dismissed, including because**
5 **such suit was not filed within the applicable time periods required for filing.**

6 Also, Defendants may withdraw from and terminate the Settlement if Class
7 Members who have in excess of a certain number of securities exclude themselves
8 from the Class.

9 **11. How do I “opt out” (exclude myself) from the Class?**

10 To exclude yourself from the Class, you must send a signed letter by mail
11 stating that you “request exclusion from the Class in *In re Amgen Inc. Securities*
12 *Litigation*, Case No. CV 07-2536 PSG (PLAx)” Your letter must include (i) your
13 name, address, telephone number; (ii) the number of Amgen publicly traded
14 securities you purchased and/or sold during the Class Period as well as the date(s)
15 and price(s) of each such purchase and/or sale; and (iii) your signature. You must
16 mail your exclusion request so that it is **received on or before** _____,
17 **2016**, to:

18 *Amgen Securities Litigation*
19 *EXCLUSIONS*
20 *c/o Epiq*

21 You cannot exclude yourself by telephone or by email. Your exclusion request
22 must comply with these requirements in order to be valid. If you request to be
23 excluded in accordance with these requirements, you will not get any payment
24 from the Net Settlement Fund, and you cannot object to the Settlement. You will
25 not be legally bound by anything that happens in this Action, and you may be able
26 to sue Defendants and the other Released Defendant Parties in the future.

27
28 **12. If I do not exclude myself, can I sue Defendants or the other Released
Defendant Parties for the same thing later?**

1 No. Unless you exclude yourself from the Class, you give up any rights to
2 sue Defendants and the other Released Defendant Parties for any and all Released
3 Claims. If you have a pending lawsuit speak to your lawyer in that case
4 **immediately. You must exclude yourself from *this* Class to continue your own**
5 **lawsuit.** Remember, the exclusion deadline is _____, 2016.
6

7 **13. If I exclude myself, can I get money from the proposed Settlement?**

8 No. Only Class Members who do not exclude themselves, or who opt-back
9 into the Class, will be eligible to recover money from the Settlement.
10

11 **F. OPTING-BACK INTO THE CLASS**

12 **14. What if I previously requested exclusion in connection with the Class**
13 **Notice and now want to be eligible to receive a payment from the Net**
14 **Settlement Fund? How do I opt-back into the Class?**

15 If you previously submitted a timely and valid request for exclusion from the
16 Class in connection with the Class Notice, you may opt-back into the Class and be
17 eligible to receive a payment from the Settlement. If you are not certain whether
18 you previously submitted a request for exclusion, please contact the Claims
19 Administrator, Epiq, at (____) ____-____ for assistance.

20 In order to opt-back into the Class, you, individually or through counsel,
21 must submit a written "Request to Opt-Back into the Class" to the Claims
22 Administrator, addressed as follows: *Amgen Securities Litigation*, c/o EPIQ, P.O.
23 Box _____, _____. This request must be **received on or before** _____,
24 **2016**. Your Request to Opt-Back into the Class must (i) state the name, address,
25 and telephone number of the person or entity requesting to opt-back into the Class;
26 (ii) state that such person or entity "requests to opt-back into the Class in *In re*
27 *Amgen Inc. Securities Litigation*, Case No. CV 07-2536 PSG (PLAx)"; and (iii) be
28 signed by the person or entity requesting to opt-back into the Class or an
authorized representative.

1 **Please note:** Opting-back into the Class in accordance with the
2 requirements above *does not mean* that you will automatically be entitled to
3 receive proceeds from the Settlement. If you wish to be eligible to participate in
4 the distribution of proceeds from the Settlement, you are also required to submit
5 the Claim Form that is being distributed with this Settlement Notice. *See Question*
6 *8, above.*

7 **G. THE LAWYERS REPRESENTING YOU**

8 **15. Do I have a lawyer in this case?**

9 The Court appointed the law firm of Labaton Sucharow LLP to represent all
10 Class Members. These lawyers are called Class Counsel. You will not be
11 separately charged for these lawyers. The Court will determine the amount of
12 Class Counsel's fees and expenses, which will be paid from the Settlement Fund.
13 If you want to be represented by your own lawyer, you may hire one at your own
14 expense.

15 **16. How will the lawyers be paid?**

16 Class Counsel has not received any payment for its services in pursuing the
17 claims in the Action, nor has it been paid for its litigation expenses advanced in the
18 prosecution of the Action. At the Settlement Hearing, or at such other time as the
19 Court may order, Class Counsel will ask the Court to award it, from the Settlement
20 Fund, attorneys' fees of no more than 25% of the Settlement Fund, which will
21 include any accrued interest. In addition, Class Counsel will also apply for
22 payment of litigation expenses (such as the cost of experts) that have been incurred
23 in pursuing the Action. The request for litigation expenses will not exceed
24 \$7,000,000, plus interest on the expenses at the same rate as may be earned by the
25 Settlement Fund. Class Counsel's request for payment of litigation expenses may
26 include a request for an award to Class Representative for reimbursement of its
27 reasonable costs and expenses directly related to its representation of the Class
28

1 pursuant to the PSLRA in an amount not to exceed a total amount of \$150,000.

2
3 **H. OBJECTING TO THE SETTLEMENT, THE PLAN OF
ALLOCATION, OR THE FEE AND EXPENSE APPLICATION**

4 **17. How do I tell the Court that I do not like something about the
5 Settlement?**

6 If you are a Class Member you can object to the Settlement or any of its
7 terms, the proposed Plan of Allocation, and/or the Fee and Expense Application.
8 You may write to the Court setting out your objection and you may give reasons
9 why you think the Court should not approve any part or all of the Settlement terms
10 or arrangements. The Court will consider your views only if you file a proper
11 written objection within the deadline and according to the following procedures.

12 To object, you must send a signed letter stating that you object to the proposed
13 settlement in “*In re Amgen Inc. Securities Litigation*, Case No. CV 07-2536 PSG
14 (PLAx).” Your objection must include (i) your name, address, and telephone
15 number; (ii) a list of your transactions in Amgen publicly traded securities during
16 the Class Period, including the amount and date of each purchase or sale, the price
17 paid and/or received; (iii) the specific reasons why you are objecting, accompanied
18 by any legal support for the objection; (iv) copies of any papers, briefs, or other
19 documents upon which the objection is based; (v) a list of any persons who will be
20 called to testify in support of the objection; (vi) a statement of whether you intend
21 to appear at the Settlement Hearing; (vii) a list of other cases in which you or your
22 counsel have appeared either as settlement objectors or as counsel for objectors in
23 the preceding five years; and (viii) your signature, even if represented by counsel.

24 **Unless otherwise ordered by the Court, any Class Member who does not
25 object in the manner described herein will be deemed to have waived any
26 objection and shall be forever foreclosed from making any objection to the
27 proposed Settlement, the Plan of Allocation, and the Fee and Expense
28**

1 **Application.**

2 Your written objection must be filed with Court and mailed or delivered to
3 all of the following so that it is **received by the Court and counsel on or before**
4 _____, **2015:**

<u>Court</u>	<u>Class Counsel</u>	<u>Defendants' Counsel</u>
Clerk of the United States District Court Central District of California Edward R. Roybal Federal Building and Courthouse 255 East Temple Street Los Angeles, CA 90012	Christopher J. McDonald, LABATON SUCHAROW LLP 140 Broadway New York, NY 10005	Moez M. Kaba HUESTON HENNIGAN LLP 523 West 6th Street, Suite 400 Los Angeles, CA 90014

10 **18. What is the difference between objecting and seeking exclusion?**

11 Objecting is simply telling the Court that you do not like something about
12 the Settlement, Plan of Allocation, or the Fee and Expense Application. You can
13 object only if you are a Class Member. Excluding yourself is telling the Court that
14 you do not want to be part of the Class. If you exclude yourself, you have no basis
15 to object because the Settlement no longer affects you.

17 **I. THE COURT'S SETTLEMENT HEARING**

18 **19. When and where will the Court decide whether to approve the Settlement?**

19 The Court will hold a Settlement Hearing at _____ **.m.** on
20 _____, **2016**, in Courtroom 880 of the United States District Court for
21 the Central District of California, Edward R. Roybal Federal Building and
22 Courthouse, 255 East Temple Street, Los Angeles, CA 90012.

23 At this hearing, the Honorable Philip S. Gutierrez will consider whether the
24 Settlement is fair, reasonable, and adequate. The Court also will consider the
25 proposed Plan of Allocation for the Net Settlement Fund and the Fee and Expense
26 Application. The Court will take into consideration any written objections filed in
27 accordance with the instructions set out in Question 17 above. The Court also may
28

1 listen to people who have properly indicated, within the deadline identified above,
2 an intention to speak at the Settlement Hearing, but decisions regarding the
3 conduct of the Settlement Hearing will be made by the Court. *See* Question 21 for
4 more information about speaking at the Settlement Hearing. At or after the
5 Settlement Hearing, the Court will decide whether to approve the Settlement and,
6 if the Settlement is approved, how much attorneys' fees and expenses should be
7 awarded. We do not know how long these decisions will take.

8 You should be aware that the Court may change the date and time of the
9 Settlement Hearing without another notice being sent. If you want to come to the
10 hearing, you should check with Class Counsel before coming to be sure that the
11 date and/or time has not changed.

12
13 **20. Do I have to come to the Settlement Hearing?**

14 No. Class Counsel will answer questions the Court may have. But, you are
15 welcome to come at your own expense. Class Members do not need to appear at
16 the Settlement Hearing or take any other action to indicate their approval. If you
17 submit an objection, you do not have to come to Court to talk about it. As long as
18 you filed and sent your written objection on time, and in the manner set forth in
19 Question 17 above, the Court will consider it. You may also pay your own lawyer
20 to attend, but it is not necessary.

21 **21. May I speak at the Settlement Hearing?**

22 You may ask the Court for permission to speak at the Settlement Hearing.
23 To do so, you must mail a statement (*see* Question 17 above for mailing
24 information) that it is your "Notice of Intention to Appear in *In re Amgen Inc.*
25 *Securities Litigation*, Case No. CV 07-2536 PSG (PLAx)." Persons who intend to
26 object to the Settlement, the Plan of Allocation, and/or Class Counsel's Fee and
27 Expense Application and desire to present evidence at the Settlement Hearing must
28

1 also include in their written objections the identity of any witness they may call to
2 testify and exhibits they intend to introduce into evidence at the Settlement
3 Hearing. You cannot speak at the Settlement Hearing if you excluded yourself
4 from the Class or if you have not provided written notice of your objection and/or
5 intention to speak at the Settlement Hearing in accordance with the procedures
6 described in Questions 17 and 21.

7
8 **J. IF YOU DO NOTHING**

9 **22. What happens if I do nothing at all?**

10 If you do nothing and the Settlement is approved and you are a member of
11 the Class, you will not be eligible to receive money from this Settlement but you
12 will be bound by the Settlement, which means that you will be precluded from
13 starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit
14 against Defendants and the other Released Defendant Parties about the Released
15 Claims, ever again. To share in the Net Settlement Fund you must submit a Claim
16 Form (*see* Question 8). To start or be a part of any *other* lawsuit against
17 Defendants and the other Defendant Released Parties about the Released Claims
18 you *must* have already excluded yourself from the Class in connection with the
19 Class Notice or you must exclude yourself from the Class in accordance with the
20 requirements set forth in Question 11.

21 **K. GETTING MORE INFORMATION**

22 **23. Are there more details about the Settlement?**

23 This Settlement Notice summarizes the proposed Settlement. More details
24 are in the Stipulation, dated as of _____, 2016. You may review the
25 Stipulation filed with the Court or documents filed in the case during business
26 hours at the Office of the Clerk of the United States District Court for the Central
27 District of Central District of California, Edward R. Roybal Federal Building and
28 Courthouse, 255 East Temple Street, Los Angeles, CA 90012. Subscribers to

1 PACER, a fee-based service, can also view the papers filed publicly in the Action
2 through the Court's on-line Case Management/Electronic Case Files System at
3 <https://www.pacer.gov>.

4 You also can call the Claims Administrator toll free at ___-___-____; write
5 to *Amgen Securities Litigation*, c/o Epiq, Claims Administrator, _____, _____, _____,
6 _____; or visit the websites of the Action or Class Counsel at
7 www.AmgenSecuritiesLitigation.com or www.labaton.com where you can find
8 answers to common questions about the Settlement, download copies of the
9 Stipulation or Claim Form, and locate other information to help you determine
10 whether you are a Class Member and whether you are eligible for a payment.

11 **Please Do Not Call The Court With Questions About The Settlement.**

12 **L. PLAN OF ALLOCATION OF NET SETTLEMENT FUND**
13 **AMONG CLASS MEMBERS**

14 **24. How will my claim be calculated?**

15 The \$95,000,000 Settlement Amount, and any interest it earns, is called the
16 "Settlement Fund." The Settlement Fund, minus all Taxes, costs, fees and
17 expenses (the Net Settlement Fund), will be distributed according to the Plan of
18 Allocation described below to members of the Class who timely submit valid
19 Proofs of Claim that show a Recognized Loss that are approved for payment by the
20 Court ("Authorized Claimants"). Class Members who do not timely submit valid
21 Proofs of Claim will not share in the Net Settlement Fund, but will otherwise be
22 bound by the terms of the Settlement and what happens in the Action. The Court
23 may approve the Plan of Allocation or modify it without additional notice to the
24 Class. Any order modifying the Plan of Allocation will be posted on the settlement
25 website at: www.AmgenSecuritiesLitigation.com and at www.labaton.com.

26 The objective of the Plan of Allocation explained below is to equitably
27 distribute the Net Settlement Fund to those Class Members who suffered economic
28

1 losses as a result of the alleged violations of the federal securities laws, as opposed
2 to losses caused by market or industry factors or company-specific factors
3 unrelated to the alleged violations of law. The Plan of Allocation reflects Class
4 Representative's damages expert's analysis undertaken to that end, including a
5 review of publicly available information regarding Amgen and statistical analysis
6 of the price movements of Amgen securities and the price performance of relevant
7 market and peer indices during the Class Period.

8 The Plan of Allocation, however, is not a formal damages analysis and it
9 does not estimate how much Class Members might have been awarded had the
10 case proceeded to trial. The calculations made pursuant to the Plan of Allocation
11 are not intended to estimate the amounts that will be paid to Authorized Claimants
12 pursuant to the Settlement. The calculations pursuant to the Plan of Allocation will
13 be made by the Claims Administrator in order to weigh the claims of Authorized
14 Claimants against one another for the purposes of making *pro rata* allocations of
15 the Net Settlement Fund. The Court will be asked to approve the Claims
16 Administrator's determinations before the Net Settlement Fund is distributed to
17 Authorized Claimants. No distribution to Authorized Claimants who would
18 receive less than \$10.00 will be made, given the administrative expenses of
19 processing and mailing such checks.

20 For losses to be compensable damages under the federal securities laws, the
21 disclosure of the allegedly misrepresented information must be the cause of the
22 decline in the price of the security. In this case, Class Representative alleges that
23 Defendants issued false statements and omitted material facts during the period
24 from April 22, 2004 through May 10, 2007, which inflated the prices of Amgen
25 securities. It is alleged that the corrective information was released to the market
26 beginning on May 10, 2007. Accordingly, in order to have a compensable loss,
27 Amgen securities must have been purchased during the Class Period and held
28 through at least one of the alleged corrective disclosures.

1 Defendants, their respective counsel, and all other Released Defendant
2 Parties had no involvement in the Plan of Allocation and will have no
3 responsibility or liability whatsoever for the investment of the Settlement Fund, the
4 distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of
5 any claim. Class Representative and Class Counsel likewise will have no liability
6 for their reasonable efforts to execute, administer, and distribute the Settlement.

7 **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

8 **I. Publicly Traded Amgen Common Stock**¹

9 **1. For shares of Amgen common stock purchased during the period from 10 April 22, 2004 through August 6, 2004, inclusive, and:**

- 11 a) sold prior to the opening of trading on May 10, 2007, the Recognized
12 Loss is zero;
- 13 b) sold on May 10, 2007, the Recognized Loss is the lesser of:
14 (1) \$1.17 per share; or
15 (2) the purchase price per share less the sales proceeds received per
16 share;
- 17 c) sold between May 11, 2007² and August 8, 2007, inclusive, the
18 Recognized Loss is the lesser of:
19 (1) \$1.56 per share; or
20 (2) the purchase price per share less the greater of (i) the sales proceeds
21 received per share, and (ii) the average closing price per share
22 applicable to the date of sale as found in Table 2;³
- 23 d) held at the end of trading on August 8, 2007, the Recognized Loss is the
24 lesser of:

21 ¹ Table 1 summarizes the inflation amounts used in the calculation of Recognized Loss amounts
22 herein.

23 ² May 10, 2007 is the last day of the Class Period and May 11, 2007 is an additional day on
24 which information allegedly correcting misstatements or omissions was disseminated to the
25 market.

26 ³ The average closing price of Amgen's common stock between May 11, 2007 and the date of
27 sale. Pursuant to Section 21(D)(e)(2) of the PSLRA, "in any private action arising under this
28 title in which the plaintiff seeks to establish damages by reference to the market price of a
security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-
day period described in paragraph (1), the plaintiff's damages shall not exceed the difference
between the purchase or sale price paid or received, as appropriate, by the plaintiff for the
security and the mean trading price of the security during the period beginning immediately after
dissemination of information correcting the misstatement or omission and ending on the date on
which the plaintiff sells or repurchases the security."

- 1 (1) \$1.56 per share; or
2 (2) the purchase price per share less the greater of (i) the sales proceeds
3 received per share, and (ii) \$55.52.⁴

4 **2. For Amgen common stock purchased during the period from August 7,**
5 **2004 through December 1, 2006, inclusive, and:**

- 6 a) sold prior to the opening of trading on March 9, 2007, the Recognized
7 Loss is zero;
- 8 b) sold between March 9, 2007 and May 9, 2007, inclusive, the Recognized
9 Loss is the lesser of:
10 (1) \$0.85 per share; or
11 (2) the purchase price per share less the sales proceeds received per
12 share;
- 13 c) sold on May 10, 2007, the Recognized Loss is the lesser of:
14 (1) \$2.18 per share; or
15 (2) the purchase price per share less the sales proceeds received per
16 share;
- 17 d) sold between May 11, 2007 and August 8, 2007, inclusive, the
18 Recognized Loss is the lesser of:
19 (1) \$2.62 per share; or
20 (2) the purchase price per share less the greater of (i) the sales proceeds
21 received per share, and (ii) the average closing price per share
22 applicable to the date of sale as found in Table 2;
- 23 e) held at the end of trading on August 8, 2007, the Recognized Loss is the
24 lesser of:
25 (1) \$2.62 per share; or
26 (2) the purchase price per share less the greater of (i) the sales proceeds
27 received per share, and (ii) \$55.52.

28 **3. For Amgen common stock purchased during the period from December**
29 **2, 2006 through December 4, 2006, inclusive, and:**

- 30 a) sold prior to the opening of trading on February 16, 2007, the Recognized
31 Loss is zero;
- 32 b) sold between February 16, 2007 and March 8, 2007, inclusive, the
33 Recognized Loss is the lesser of:
34 (1) \$1.49 per share; or
35 (2) the purchase price per share less the sales proceeds received per
36 share;

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38 ⁴ The average closing price per share for the 90 days following the end of the Class Period.

- 1 c) sold between March 9, 2007 and May 9, 2007, inclusive, the Recognized
2 Loss is the lesser of:
3 (1) \$2.34 per share; or
4 (2) the purchase price per share less the sales proceeds received per
5 share;
- 6 d) sold on May 10, 2007, the Recognized Loss is the lesser of:
7 (1) \$3.67 per share; or
8 (2) the purchase price per share less the sales proceeds received per
9 share;
- 10 e) sold between May 11, 2007 and August 8, 2007, inclusive, the
11 Recognized Loss is the lesser of:
12 (1) \$4.11 per share; or
13 (2) the purchase price per share less the greater of (i) the sales proceeds
14 received per share, and (ii) the average closing price per share
15 applicable to the date of sale as found in Table 2;
- 16 f) held at the end of trading on August 8, 2007, the Recognized Loss is the
17 lesser of:
18 (1) \$4.11 per share; or
19 (2) the purchase price per share less the greater of (i) the sales proceeds
20 received per share, and (ii) \$55.52.
- 21 **4. For Amgen common stock purchased during the period from December**
22 **5, 2006 through January 25, 2007, inclusive, and:**
- 23 a) sold prior to the opening of trading on February 16, 2007, the Recognized
24 Loss is zero;
- 25 b) sold between February 16, 2007 and March 8, 2007, inclusive, the
26 Recognized Loss is the lesser of:
27 (1) \$1.49 per share; or
28 (2) the purchase price per share less the sales proceeds received per
share;
- c) sold between March 9, 2007 and May 9, 2007, inclusive, the Recognized
Loss is the lesser of:
(1) \$2.34 per share; or
(2) the purchase price per share less the sales proceeds received per
share;
- d) sold on May 10, 2007, the Recognized Loss is the lesser of:
(1) \$4.38 per share; or
(2) the purchase price per share less the sales proceeds received per
share;
- e) sold between May 11, 2007 and August 8, 2007, inclusive, the
Recognized Loss is the lesser of:

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- (1) \$5.05 per share; or
- (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;

f) held at the end of trading on August 8, 2007, the Recognized Loss is the lesser of:

- (1) \$5.05 per share; or
- (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) \$55.52.

5. For Amgen common stock purchased during the period from January 26, 2007 through February 15, 2007, inclusive, and:

a) sold prior to the opening of trading on February 16, 2007, the Recognized Loss is zero;

b) sold between February 16, 2007 and March 8, 2007, inclusive, the Recognized Loss is the lesser of:

- (1) \$1.49 per share; or
- (2) the purchase price per share less the sales proceeds received per share;

c) sold between March 9, 2007 and May 9, 2007, inclusive, the Recognized Loss is the lesser of:

- (1) \$2.34 per share; or
- (2) the purchase price per share less the sales proceeds received per share;

d) sold on May 10, 2007, the Recognized Loss is the lesser of:

- (1) \$6.26 per share; or
- (2) the purchase price per share less the sales proceeds received per share;

e) sold between May 11, 2007 and August 8, 2007, inclusive, the Recognized Loss is the lesser of:

- (1) \$7.55 per share; or
- (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;

f) held at the end of trading on August 8, 2007, the Recognized Loss is the lesser of:

- (1) \$7.55 per share; or
- (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) \$55.52.

6. For Amgen common stock purchased during the period from February 16, 2007 through March 8, 2007, inclusive, and:

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- a) sold prior to the opening of trading on March 9, 2007, the Recognized Loss is zero;
- b) sold between March 9, 2007 and May 9, 2007, inclusive, the Recognized Loss is the lesser of:
 - (1) \$0.85 per share; or
 - (2) the purchase price per share less the sales proceeds received per share;
- c) sold on May 10, 2007, the Recognized Loss is the lesser of:
 - (1) \$4.77 per share; or
 - (2) the purchase price per share less the sales proceeds received per share;
- d) sold between May 11, 2007 and August 8, 2007, inclusive, the Recognized Loss is the lesser of:
 - (1) \$6.06 per share; or
 - (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;
- e) held at the end of trading on August 8, 2007, the Recognized Loss is the lesser of:
 - (1) \$6.06 per share; or
 - (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) \$55.52.

7. **For Amgen common stock purchased during the period from March 9, 2007 through April 18, 2007, inclusive, and:**

- a) sold prior to the opening of trading on May 10, 2007, the Recognized Loss is zero;
- b) sold on May 10, 2007, the Recognized Loss is the lesser of:
 - (1) \$3.92 per share; or
 - (2) the purchase price per share less the sales proceeds received per share;
- c) sold between May 11, 2007 and August 8, 2007, inclusive, the Recognized Loss is the lesser of:
 - (1) \$5.21 per share; or
 - (2) the purchase price per share less the greater of (i) the sales proceeds received per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;
- d) held at the end of trading on August 8, 2007, the Recognized Loss is the lesser of:
 - (1) \$5.21 per share; or

1 (2) the purchase price per share less the greater of (i) the sales proceeds
2 received per share, and (ii) \$55.52.

3 **8. For Amgen common stock purchased during the period from April 19,
2007 through May 9, 2007, inclusive, and:**

4 a) sold prior to the opening of trading on May 10, 2007, the Recognized
5 Loss is zero;

6 b) sold on May 10, 2007, the Recognized Loss is the lesser of:

7 (1) \$4.15 per share; or

8 (2) the purchase price per share less the sales proceeds received per
9 share;

10 c) sold between May 11, 2007 and August 8, 2007, inclusive, the
11 Recognized Loss is the lesser of:

12 (1) \$5.52 per share; or

13 (2) the purchase price per share less the greater of (i) the sales proceeds
14 received per share, and (ii) the average closing price per share
15 applicable to the date of sale as found in Table 2;

16 d) held at the end of trading on August 8, 2007, the Recognized Loss is the
17 lesser of:

18 (1) \$5.52 per share; or

19 (2) the purchase price per share less the greater of (i) the sales proceeds
20 received per share, and (ii) \$55.52.

21 **9. For Amgen common stock purchased on May 10, 2007 and:**

22 a) sold prior to the opening of trading on May 11, 2007, the Recognized
23 Loss is zero;

24 b) sold between May 11, 2007 and August 8, 2007, inclusive, the
25 Recognized Loss is the lesser of:

26 (1) \$1.37 per share; or

27 (2) the purchase price per share less the greater of (i) the sales proceeds
28 received per share, and (ii) the average closing price per share
applicable to the date of sale as found in Table 2;

c) held at the end of trading on August 8, 2007, the Recognized Loss is the
lesser of:

(1) \$1.37 per share; or

(2) the purchase price per share less the greater of (i) the sales proceeds
received per share, and (ii) \$55.52.

II. Publicly Traded Call Options on Amgen Common Stock⁵

⁵ Exchange-traded call and put options are traded in units called "contracts," where 100 shares of
~~common stock are traded when one option contract is exercised. All price quotations for call~~ 34
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES AND EXPENSES
CASE NO.: CV 07-2536 PSG (PLAX)

- 1 1. For call options purchased on Amgen common stock during the period from
2 April 22, 2004 through May 10, 2007, inclusive, and:
- 3 a) closed (sold, exercised, or expired) prior to the opening of trading on
4 February 16, 2007, the Recognized Loss is zero;
- 5 b) closed (sold, exercised, or expired) between February 17, 2007 and May
6 10, 2007, inclusive, the Recognized Loss is the lesser of:
- 7 (1) the amount set forth in Table 3 (available at
8 www.AmgenSecuritiesLitigation.com); or
- 9 (2) the purchase price less the sales proceeds received (through sale,
10 exercise, or expiration)⁶ per option;
- 11 c) open at the end of trading on May 11, 2007, the Recognized Loss is the
12 lesser of:
- 13 (1) the amount set forth in Table 3 (available at
14 www.AmgenSecuritiesLitigation.com); or
- 15 (2) the purchase price less the sales proceeds received (through sale,
16 exercise, or expiration)⁷ per option.
- 17 2. Shares of Amgen common stock acquired through the exercise of a call
18 option between April 22, 2004 and May 10, 2007, inclusive, are treated as a
19 purchase of the common stock on the exercise date at the exercise price plus
20 the cost of the call option.

15 **III. Publicly Traded Put Options on Amgen Common Stock**

- 16 1. For put options written (sold) on Amgen common stock during the period
17 from April 22, 2004 through May 10, 2007, inclusive, and:
- 18 a) closed (purchased, exercised, or expired) prior to the opening of trading
19 on February 16, 2007, the Recognized Loss is zero;
- 20 b) closed (purchased, exercised, or expired) between February 17, 2007 and
21 May 10, 2007, inclusive, the Recognized Loss is the lesser of:
- 22 (1) the amount set forth in Table 3 (available at
23 www.AmgenSecuritiesLitigation.com); or
- 24 (2) the amount paid (through purchase, exercise, or expiration of the put
option) less the amount received (through writing of the put option)⁸
per option;

25 options in this Plan of Allocation are based on the per-share price of Amgen common stock, or
26 1/100 of an option contract. Recognized Loss amounts are calculated based on the Black-
Scholes option pricing formula. No more than 5% of the Net Settlement Fund will be allocated
to options on Amgen common stock.

27 ⁶ For expired unexercised call options, the exercise proceeds received are zero.

28 ⁷ For expired unexercised call options, the exercise proceeds received are zero.

⁸ For expired unexercised put options, the Recognized Loss is zero.

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2 c) open at the end of trading on May 11, 2007, the Recognized Loss is the
3 lesser of:
4 (1) the amount set forth in Table 3 (available at
5 www.AmgenSecuritiesLitigation.com); or
6 (2) the amount paid (through purchase, exercise, or expiration of the put
7 option) less the amount received (through writing of the put option)
8 per option.
- 9 2. Shares of Amgen common stock acquired between April 22, 2004 and May
10 10, 2007, inclusive, through the exercise of a put option by the holder of the
11 put option (i.e., put or exercised by the put option holder) are treated as a
12 purchase of the common stock on the exercise date at the exercise price less
13 the cost of the put option.

14 **IV. Publicly Traded Amgen Bonds**

- 15 1. For Amgen 0.125% Convertible Senior Notes Due February 1, 2011 issued
16 in the November 9, 2006 Note Offering (CUSIP: 031162AN0) purchased
17 during the period from April 22, 2004 through May 10, 2007, inclusive, and:
18 a) sold prior to the opening of trading on February 16, 2007, the Recognized
19 Loss is zero;
20 b) sold between February 17, 2007 and May 10, 2007, inclusive, the
21 Recognized Loss is the lesser of:
22 (1) the amount set forth in Table 4 below; or
23 (2) the purchase price per note less the sales proceeds received per note;
24 c) held at the end of trading on May 10, 2007, the Recognized Loss is the
25 lesser of:
26 (1) the amount set forth in Table 4 below; or
27 (2) the purchase price per note less the sales proceeds received per note.
- 28 2. For Amgen 0.375% Convertible Senior Notes Due February 1, 2013 issued
in the November 9, 2006 Note Offering (CUSIP: 031162AQ3) purchased
during the period from April 22, 2004 through May 10, 2007, inclusive, and:
a) sold prior to the opening of trading on February 16, 2007, the Recognized
Loss is zero;
b) sold between February 17, 2007 and May 10, 2007, inclusive, the
Recognized Loss is the lesser of:
(1) the amount set forth in Table 5 below; or
(2) the purchase price per note less the sales proceeds received per note;

⁹ For expired unexercised put options, the Recognized Loss is zero.

- 1 c) held at the end of trading on May 10, 2007, the Recognized Loss is the
2 lesser of:
3 (1) the amount set forth in Table 5 below; or
4 (2) the purchase price per note less the sales proceeds received per note.

5 **ADDITIONAL PROVISIONS**

6 The formulas described above for calculating Recognized Losses are not
7 intended to estimate the amount that will actually be paid to Authorized Claimants.
8 Rather, these formulas provide the basis on which the Net Settlement Fund will be
9 distributed on a *pro rata* basis among Authorized Claimants. An Authorized
10 Claimant's Recognized Loss shall be the amount used to calculate the Authorized
11 Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be
12 the Authorized Claimant's Recognized Loss divided by the total of the Recognized
13 Losses of all Authorized Claimants, multiplied by the total amount in the Net
14 Settlement Fund.

15 If a Class Member has more than one purchase or sale of Amgen securities
16 during the Class Period, all purchases and sales shall be matched on a First In, First
17 Out ("FIFO") basis. Class Period sales will be matched first against any holdings
18 at the beginning of the Class Period and then against purchases in chronological
19 order, beginning with the earliest purchase made during the Class Period.

20 Purchases and sales of Amgen securities shall be deemed to have occurred
21 on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.
22 The receipt or grant by gift, inheritance or operation of law of Amgen securities
23 during the Class Period shall not be deemed a purchase or sale of these securities
24 for the calculation of an Authorized Claimant's Recognized Loss. Nor shall the
25 receipt or grant be deemed an assignment of any claim relating to the purchase of
26 such Amgen securities unless (i) the donor or decedent purchased such securities
27 during the Class Period; (ii) no Claim Form was submitted by or on behalf of the
28 donor, on behalf of the decedent, or by anyone else with respect to such securities;

1 and (iii) the instrument of gift or assignment specifically provides that it is
2 intended to transfer such rights.

3 In accordance with the Plan of Allocation, the Recognized Loss amount on
4 any portion of a purchase that matches against (or “covers”) a “short sale” is zero.
5 The Recognized Loss amount on a “short sale” that is not covered by a purchase is
6 also zero. In the event that a claimant has an opening short position in Amgen
7 securities at the start of the Class Period, the earliest Class Period purchases shall
8 be matched against such opening short position in accordance with the FIFO
9 matching described above and any portion of such purchases that covers such short
10 sales will not be entitled to a recovery. In the event that a claimant newly
11 establishes a short position during the Class Period, the earliest subsequent Class
12 Period purchase shall be matched against such short position on a FIFO basis and
13 will not be entitled to a recovery.

14 The Claims Administrator will determine if a claimant had an overall market
15 gain or loss with respect to his, her, or its overall transactions in eligible Amgen
16 securities during the Class Period. For purposes of making this calculation, the
17 Claims Administrator shall determine the difference between (i) the Total Purchase
18 Amount and (ii) the sum of the Sales Proceeds and the Holding Value.¹⁰ This
19 difference will be deemed a claimant’s overall market gain or loss with respect to
20 his, her or its transactions in eligible Amgen securities. If a claimant has an overall
21 market gain, the claimant’s total Recognized Loss will be zero. To the extent that
22 a claimant suffered an overall market loss, but that market loss was less than the
23

24 _____
25 ¹⁰ The “Total Purchase Amount” is the total amount the claimant paid (excluding all fees,
26 taxes and commissions) for all eligible Amgen securities purchased or acquired during the Class
27 Period. The “Sales Proceeds” is the total amount received for eligible Amgen securities sold
28 during the Class Period. The proceeds of sales matched to a claimant’s opening position will not
be considered for purposes of calculating market gains or losses. The Claims Administrator shall
ascribe a “Holding Value” of \$56.30 per share for common stock, \$91.25 for the 0.125% senior
notes, and \$89.75 for the 0.375% senior notes purchased during the Class Period and still held as
of the close of trading on May 11, 2007.

1 total of all Recognized Loss amounts calculated above, then the claimant's total
2 Recognized Loss shall be limited to the amount of the overall market loss.

3 If the Net Settlement Fund exceeds the sum total amount of the Recognized
4 Losses of all Authorized Claimants entitled to receive payment out of the Net
5 Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed
6 *pro rata* to all Authorized Claimants entitled to receive payment.

7 Distributions to eligible Authorized Claimants will be made after all claims
8 have been processed and after the Court has approved the Claims Administrator's
9 determinations. After an initial distribution of the Net Settlement Fund, if there is
10 any balance remaining in the Net Settlement Fund after at least six (6) months
11 from the date of initial distribution of the Net Settlement Fund (whether by reason
12 of tax refunds, uncashed checks or otherwise) and after the payment of any
13 outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and
14 expenses, if any, Class Counsel shall, if feasible and economical, redistribute such
15 balance among Authorized Claimants who have cashed their checks in an equitable
16 and economic fashion until it is no longer economically feasible to do so. Any
17 balance which still remains in the Net Settlement Fund after redistribution(s) and
18 after payment of any Notice and Administration Expenses and Taxes, if any, shall
19 be contributed to non-sectarian, not-for-profit charitable organization(s) designated
20 by Class Representative and approved by the Court.

21 Payment in this manner will be deemed conclusive against all Authorized
22 Claimants. A Recognized Loss will be calculated as defined herein and cannot be
23 less than zero. Each claimant is deemed to have submitted to the jurisdiction of the
24 United States District Court for the Central District of California with respect to
25 his, her, or its Claim Form.

26 **M. SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER**
27 **NOMINEES**

28 In the Class Notice you were advised that if, for the beneficial interest of any

1 person or entity other than yourself, you purchased Amgen securities during the
2 period from April 22, 2004 through May 10, 2007, inclusive, must either: (a)
3 request from the Claims Administrator sufficient copies of the Class Notice to
4 forward to all such beneficial owners, and forward them to all such beneficial
5 owners; or (b) provide a list of the names and addresses of all such beneficial
6 owners to the Claims Administrator.

7 If you chose the first option, *i.e.*, you elected to mail the Class Notice
8 directly to beneficial owners, you were advised that you must retain the mailing
9 records for use in connection with any further notices that may be provided in the
10 Action. If you elected this option, the Claims Administrator will forward the same
11 number of Settlement Notices and Proof of Claim and Release Forms (together, the
12 “Claim Packet”) to you to send to the beneficial owners WITHIN SEVEN (7)
13 CALENDAR DAYS of receipt of the Claim Packets. If you require more copies
14 than you previously requested, please contact Epiq at (____) ____-____ and let them
15 know how many additional Claim Packets you require. You must mail the Claim
16 Packets to the beneficial owners WITHIN SEVEN (7) CALENDAR DAYS of
17 your receipt of the packets.

18 If you chose the second option, the Claims Administrator will send a copy of
19 the Claim Packet to the beneficial owners whose names and addresses you
20 previously supplied. Unless you have identified additional beneficial owners
21 whose names you did not previously provide, **you need do nothing further at this**
22 **time**. If you believe that you have identified additional beneficial owners **whose**
23 **names you did not previously provide** to the Claims Administrator, you must
24 either (a) WITHIN SEVEN (7) CALENDAR DAYS of receipt of the Claim
25 Packet, provide a list of the names and addresses of all such beneficial owners to
26 the Claims Administrator at *Amgen Securities Litigation.*, c/o Epiq, P.O. Box
27 _____, _____; or (b) WITHIN SEVEN (7) CALENDAR DAYS of receipt of the
28 Claim Packet, request from the Claims Administrator sufficient copies of the

1 Claim Packet to forward to all such beneficial owners which you shall, WITHIN
 2 SEVEN (7) CALENDAR DAYS of receipt of the Claim Packet from the Claims
 3 Administrator, mail to the beneficial owners. If you elect to send the Claim Packet
 4 to beneficial owners you shall also send a statement to the Claims Administrator
 5 confirming that the mailing was made and shall retain your mailing records for use
 6 in connection with any further notices that may be provided in the Action.

7 Upon full compliance with these directions, you may seek reimbursement of
 8 your reasonable expenses actually incurred, by providing the Claims Administrator
 9 with proper documentation supporting the expenses for which reimbursement is
 10 sought. Copies of this Settlement Notice and the Claim Form may also be obtained
 11 from the website for this Action, www.AmgenSecuritiesLitigation.com, or by
 12 calling the Claims Administrator at (____)____-____.

13
 14 Dated: _____, 2016 BY ORDER OF THE COURT
 15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA

17 **TABLE 1**
 18 **Alleged Inflation Dissipation Per Share for Amgen Common Stock**

Purchase Date	Sale Date			
	2/16/2007 to 3/8/2007	3/9/2007 to 5/9/2007	5/10/2007	Retained after 5/11/2007
4/22/2004 to 08/06/2014	\$0.00	\$0.00	\$1.17	\$1.56
8/7/2014 to 12/01/2006	\$0.00	\$0.85	\$2.18	\$2.62
12/2/2006 to 12/04/2006	\$1.49	\$2.34	\$3.67	\$4.11
12/5/2006 to 01/25/2007	\$1.49	\$2.34	\$4.38	\$5.05
1/26/2007 to 02/15/2007	\$1.49	\$2.34	\$6.26	\$7.55
2/16/2007 to 03/08/2007	\$0.00	\$0.85	\$4.77	\$6.06
3/9/2007	\$0.00	\$0.00	\$3.92	\$5.21

1	to 04/18/2007				
2	4/19/2007 to 05/09/2007	\$0.00	\$0.00	\$4.15	\$5.52
3	5/10/2007	\$0.00	\$0.00	\$0.00	\$1.37

TABLE 2
Amgen Common Stock Price and Rolling Average Closing Price
from May 11, 2007 through August 8, 2007

	Calendar Day	Closing Price	Rolling Average Closing Price	Calendar Day	Closing Price	Rolling Average Closing Price	
1	5/11/2007	\$56.30	\$56.30	46	6/25/2007	\$55.86	\$56.24
2	5/12/2007	N/A	56.30	47	6/26/2007	55.10	56.20
3	5/13/2007	N/A	56.30	48	6/27/2007	55.50	56.18
4	5/14/2007	56.07	56.19	49	6/28/2007	55.31	56.15
5	5/15/2007	54.01	55.46	50	6/29/2007	55.29	56.13
6	5/16/2007	54.33	55.18	51	6/30/2007	N/A	56.13
7	5/17/2007	53.68	54.88	52	7/1/2007	N/A	56.13
8	5/18/2007	54.04	54.74	53	7/2/2007	55.24	56.10
9	5/19/2007	N/A	54.74	54	7/3/2007	55.19	56.08
10	5/20/2007	N/A	54.74	55	7/4/2007	N/A	56.08
11	5/21/2007	54.18	54.66	56	7/5/2007	54.86	56.05
12	5/22/2007	53.96	54.57	57	7/6/2007	54.82	56.02
13	5/23/2007	54.74	54.59	58	7/7/2007	N/A	56.02
14	5/24/2007	54.57	54.59	59	7/8/2007	N/A	56.02
15	5/25/2007	54.55	54.58	60	7/9/2007	54.55	55.98
16	5/26/2007	N/A	54.58	61	7/10/2007	54.29	55.94
17	5/27/2007	N/A	54.58	62	7/11/2007	55.13	55.92
18	5/28/2007	N/A	54.58	63	7/12/2007	55.95	55.92
19	5/29/2007	54.61	54.59	64	7/13/2007	56.93	55.94
20	5/30/2007	55.26	54.64	65	7/14/2007	N/A	55.94
21	5/31/2007	56.45	54.77	66	7/15/2007	N/A	55.94
22	6/1/2007	56.94	54.91	67	7/16/2007	56.03	55.94
23	6/2/2007	N/A	54.91	68	7/17/2007	55.59	55.94
24	6/3/2007	N/A	54.91	69	7/18/2007	55.80	55.93
25	6/4/2007	56.91	55.04	70	7/19/2007	55.57	55.93
26	6/5/2007	57.61	55.19	71	7/20/2007	56.18	55.93
27	6/6/2007	57.29	55.31	72	7/21/2007	N/A	55.93
28	6/7/2007	56.64	55.38	73	7/22/2007	N/A	55.93
29	6/8/2007	57.37	55.48	74	7/23/2007	56.80	55.95
30	6/9/2007	N/A	55.48	75	7/24/2007	56.44	55.96
31	6/10/2007	N/A	55.48	76	7/25/2007	57.16	55.98
32	6/11/2007	57.41	55.57	77	7/26/2007	56.16	55.98
33	6/12/2007	57.46	55.65	78	7/27/2007	55.62	55.98
34	6/13/2007	58.14	55.76	79	7/28/2007	N/A	55.98

1	35	6/14/2007	58.23	55.86	80	7/29/2007	N/A	55.98
	36	6/15/2007	59.03	55.99	81	7/30/2007	56.19	55.98
2	37	6/16/2007	N/A	55.99	82	7/31/2007	53.74	55.94
	38	6/17/2007	N/A	55.99	83	8/1/2007	52.09	55.87
3	39	6/18/2007	58.61	56.09	84	8/2/2007	51.44	55.80
	40	6/19/2007	58.13	56.17	85	8/3/2007	50.90	55.71
4	41	6/20/2007	57.70	56.22	86	8/4/2007	N/A	55.71
	42	6/21/2007	57.27	56.26	87	8/5/2007	N/A	55.71
5	43	6/22/2007	55.96	56.25	88	8/6/2007	51.77	55.65
	44	6/23/2007	N/A	56.25	89	8/7/2007	51.39	55.58
6	45	6/24/2007	N/A	56.25	90	8/8/2007	52.00	55.52

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TABLE 4
Alleged Inflation Dissipation for 0.125% Convertible Senior Notes
due February 1, 2011 (CUSIP: 031162AN0)

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Purchase Date	Sale Date		
	2/16/2007 to 3/8/2007	3/9/2007 to 5/9/2007	Sold on 5/10/2007 or Retained after 5/11/2007
(Issued on) 3/8/2006 to 12/1/2006	\$0.00	\$1.07	\$2.11
12/2/2006 to 12/04/2006	\$1.11	\$2.18	\$3.22
12/5/2006 to 01/25/2007	\$1.11	\$2.18	\$3.68
1/26/2007 to 02/15/2007	\$1.11	\$2.18	\$4.90
2/16/2007 to 03/08/2007	\$0.00	\$1.07	\$3.79
3/9/2007 to 04/18/2007	\$0.00	\$0.00	\$2.72
4/19/2007 to 05/09/2007	\$0.00	\$0.00	\$2.87
5/10/2007	\$0.00	\$0.00	\$0.00

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TABLE 5
Alleged Inflation Dissipation for 0.375% Convertible Senior Notes
due February 1, 2013 (CUSIP: 031162AQ3)

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Purchase Date	Sale Date		
	2/16/2007 to 3/8/2007	3/9/2007 to 5/9/2007	Sold on 5/10/2007 or Retained after 5/11/2007

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(Issued on) 11/9/2006 to 12/1/2006	\$0.00	\$0.67	\$1.75
12/2/2006 to 12/04/2006	\$1.21	\$1.88	\$2.96
12/5/2006 to 01/25/2007	\$1.21	\$1.88	\$3.51
1/26/2007 to 02/15/2007	\$1.21	\$1.88	\$4.97
2/16/2007 to 03/08/2007	\$0.00	\$0.67	\$3.76
3/9/2007 to 04/18/2007	\$0.00	\$0.00	\$3.09
4/19/2007 to 05/09/2007	\$0.00	\$0.00	\$3.27
5/10/2007	\$0.00	\$0.00	\$0.00

Exhibit A-2

1 **LABATON SUCHAROW LLP**
Thomas A. Dubbs (*pro hac vice*)
2 *tdubbs@labaton.com*
James W. Johnson (*pro hac vice*)
3 *jjohnson@labaton.com*
Christopher J. McDonald (*pro hac vice*)
4 *cmcdonald@labaton.com*
Richard T. Joffe (*pro hac vice*)
5 *rjoffe@labaton.com*
140 Broadway
6 New York, NY 10005
Telephone: (212) 907-0700
7 Facsimile: (212) 818-0477

8 Attorneys for Lead Plaintiff and Class
Representative Connecticut Retirement
9 Plans and Trust Funds and Counsel for
the Class

10 **KREINDLER & KREINDLER LLP**
11 Gretchen M. Nelson (#112566)
gnelson@kreindler.com
12 707 Wilshire Boulevard, Suite 3600
Los Angeles, California 90017
13 Telephone: (213) 622-6469
Facsimile: (213) 622-6019

14 Local Counsel for Lead Plaintiff and
15 Class Representative Connecticut
Retirement Plans and Trust Funds

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

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21 IN RE AMGEN INC.
SECURITIES LITIGATION
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Case No. CV 07-2536 PSG (PLAx)
Honorable Philip S. Gutierrez
PROOF OF CLAIM AND
RELEASE FORM

1 **I. GENERAL INSTRUCTIONS**

2 1. Capitalized terms not defined in this Proof of Claim and Release form
3 (“Claim Form”) have the same meanings as set forth in the Notice of Proposed
4 Class Action Settlement and Motion for Attorneys’ Fees and Expenses
5 (“Settlement Notice”) that accompanies this Claim Form and the Stipulation and
6 Agreement of Settlement, dated as of _____, 2016 (the “Stipulation”).

7 2. To be eligible to recover from the Net Settlement Fund in the action
8 entitled *In re Amgen Inc. Securities Litigation*, Case No. CV 07-2536 PSG (PLAx)
9 (C.D. Cal.) (the “Action”), you must complete and, on page ___, sign this Claim
10 Form. If you fail to submit a properly completed and addressed Claim Form, your
11 claim may be rejected and you may be precluded from any recovery from the Net
12 Settlement Fund created in connection with the Settlement of the Action.

13 3. Submission of this Claim Form, however, does not assure that you
14 will share in the Net Settlement Fund.

15 4. **YOU MUST MAIL OR SUBMIT YOUR COMPLETED AND**
16 **SIGNED CLAIM FORM SO THAT IT IS POSTMARKED OR RECEIVED**
17 **ON OR BEFORE _____, 2016, ADDRESSED AS FOLLOWS:**

18
19 ***AMGEN INC. SECURITIES LITIGATION***

20 **c/o Epiq**

21 **P.O. Box _____**
22 _____

23 To be considered timely, your Claim Form must be postmarked or received by the
24 deadline above. In all other cases, a Claim Form shall be deemed to have been
25 submitted when actually received by the Claims Administrator.

26 5. If you are NOT a Class Member (as defined in the Settlement Notice),
27 DO NOT submit a Claim Form.
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1 6. If you are a Class Member and have not timely and validly requested
2 exclusion, you will be bound by the terms of the Settlement and any judgment
3 entered in this Action, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

4 7. NOTICE REGARDING ELECTRONIC FILES: Certain claimants
5 with large numbers of transactions may request, or may be requested, to submit
6 information regarding their transactions in electronic files. To obtain the
7 mandatory electronic filing requirements and file layout, you may visit the
8 settlement website at www.AmgenSecuritiesLitigation.com or you may email the
9 Claims Administrator's electronic filing department at _____. Any file not in
10 accordance with the required electronic filing format will be subject to rejection.
11 No electronic files will be considered to have been properly submitted unless the
12 Claims Administrator issues an email after processing your file with your claim
13 numbers and respective account information. Do not assume that your file has
14 been received or processed until you receive this email. If you do not receive such
15 an email within 10 days of your submission, you should contact the electronic
16 filing department at _____ to inquire about your file and confirm it was received
17 and acceptable.

18 8. You should be aware that it will take a significant amount of time to
19 process all of the Claim Forms and to administer the Settlement. This work will be
20 completed as promptly as time permits, given the need to review and tabulate each
21 Claim Form. Please notify the Claims Administrator of any changes of address.
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MUST BE
POSTMARKED OR
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OR BEFORE
_____ 2016

In re Amgen Inc. Securities Litigation
PROOF OF CLAIM AND RELEASE
Use Blue or Black Ink Only

For Official Use Only

PART I: CLAIMANT IDENTIFICATION - The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you MUST notify the Claims Administrator in writing at the address above. Please type or print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner) First Name (Beneficial Owner)

Last Name (Joint Beneficial Owner, if applicable) First Name (Joint Beneficial Owner, if applicable)

Name of Custodian, if applicable

If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

If you were employed by Amgen Inc. at any time between April 22, 2004 and May 10, 2007, inclusive, please provide the title(s) you held and the date(s) during which you held any such title(s).

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name

Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)

C. Mailing/Account Information:

Specify one of the following:
 Individual(s) Corporation UGMA Custodian IRA Partnership Estate Trust

Other:

Number and Street or P.O. Box

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City

State

Zip Code

Foreign Province and Postal Code

Foreign Country

Telephone Number (Day)

Telephone Number (Evening)

Email Address

Account Number

Last 4 Digits of SSN/EIN/TIN

Last 4 Digits of SSN/EIN/TIN

PART II: TRANSACTIONS IN AMGEN PUBLICLY TRADED COMMON STOCK

<p>1. BEGINNING HOLDINGS – State the total number of shares of Amgen publicly traded common stock held as of the opening of trading on April 22, 2004. If none, write “0” or “Zero.” (Must be documented.)</p> <p>_____</p>				<p>Proof of Holdings Enclosed <input type="radio"/> Y <input type="radio"/> N</p>
<p>2. PURCHASES DURING THE CLASS PERIOD – Separately list each and every purchase of Amgen publicly traded common stock from after the opening of trading on April 22, 2004 through and including the close of trading on May 10, 2007. (Must be documented.)</p>				<p>IF NONE, CHECK HERE</p> <p><input type="radio"/></p>
<p>Purchase Date (List Chronologically) (Month/Day/Year)</p>	<p>Number of Shares Purchased</p>	<p>Price Per Share</p>	<p>Total Purchase Price (excluding taxes, commissions and fees)</p>	<p>Proof of Purchase Enclosed</p>
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
<p>3. PURCHASES DURING 90-DAY LOOKBACK PERIOD – State the total number of shares of Amgen publicly traded common stock purchased from after the opening of trading on May 11, 2007 and including the close of trading on August 8, 2007. (Must be documented. For claim balancing purposes only.)</p>				<p>IF NONE, CHECK HERE</p> <p><input type="radio"/></p>
<p>4. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of Amgen publicly traded common stock from after the opening of trading on April 22, 2004 through and including the close of trading on August 8, 2007. (Must be documented.)</p>				<p>IF NONE, CHECK HERE</p> <p><input type="radio"/></p>
<p>Sale Date (List Chronologically) (Month/Day/Year)</p>	<p>Number of Shares Sold</p>	<p>Price Per Share</p>	<p>Total Sale Price (excluding taxes, commissions and fees)</p>	<p>Proof of Sale Enclosed</p>
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
/ /		\$	\$	<input type="radio"/> Y <input type="radio"/> N
<p>5. ENDING HOLDINGS – State the total number of shares of Amgen publicly traded common stock held as of the close of trading on August 8, 2007. If none, write “0” or “Zero.” (Must be documented.)</p> <p>_____</p>				<p>Proof Enclosed <input type="radio"/> Y <input type="radio"/> N</p>

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

PART III: TRANSACTIONS IN AMGEN EXCHANGE-TRADED CALL OPTIONS

1. BEGINNING HOLDINGS – State the total number of Amgen call option contracts held as of the opening of trading on April 22, 2004. If none, write “0” or “Zero.” (Must be documented.)

Purchase Price of Amgen Call Option Contract	Number of Call Option Contracts Held	Expiration Date of Call Option Contract (MM/YY)
\$		/ /
\$		/ /
\$		/ /
\$		/ /

2. PURCHASES DURING THE CLASS PERIOD – Separately list each and every purchase of Amgen call option contracts from after the opening of trading on April 22, 2004 through and including the close of trading on May 10, 2007. (Must be documented.)

IF NONE, CHECK HERE

Purchase Date (List Chronologically) (Month/Day/Year)	Price of Amgen Call Option Contract	Number of Call Option Contracts Purchased	Purchase Price Per Call Option Contract	Total Purchase Price (excluding taxes, commissions and fees)	Insert “E” if Exercised. Insert “X” if Expired	Exercise Date (Month/Day/Year)	Expiration Date of Call Option Contract (MM/YY)
/ /	\$		\$	\$		/ /	/ /
/ /	\$		\$	\$		/ /	/ /
/ /	\$		\$	\$		/ /	/ /
/ /	\$		\$	\$		/ /	/ /
/ /	\$		\$	\$		/ /	/ /
/ /	\$		\$	\$		/ /	/ /

3. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale of Amgen call option contracts listed in #2 above from after the opening of trading on April 22, 2004 through and including the close of trading on May 10, 2007. (Must be documented.)

IF NONE, CHECK HERE

Sale Date (List Chronologically) (Month/Day/Year)	Price of Amgen Call Option Contract	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions and fees)	Insert “A” if Assigned. Insert “X” if Expired	Expiration Date of Call Option Contract (MM/YY)
/ /	\$		\$	\$		/ /
/ /	\$		\$	\$		/ /
/ /	\$		\$	\$		/ /
/ /	\$		\$	\$		/ /

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

PART IV: TRANSACTIONS IN AMGEN EXCHANGE-TRADED PUT OPTIONS

1. BEGINNING HOLDINGS – State the total number of Amgen put option contracts held as of the opening of trading on April 22, 2004. If none, write “0” or “Zero.” (Must be documented.)

Price of Amgen Put Option Contract	Number of Put Option Contracts Held	Expiration Date of Put Option Contract (MM/YY)
\$		/
\$		/
\$		/
\$		/
\$		/

2. SALES (WRITING OF PUT OPTIONS) DURING THE CLASS PERIOD – Separately list each and every sale (writing) of Amgen put option contracts from after the opening of trading on April 22, 2004 through and including the close of trading on May 10, 2007. (Must be documented.)

IF NONE, CHECK HERE

Sale Date (Writing) (List Chronologically) (Month/Day/Year)	Price of Amgen Put Option Contract	Number of Put Option Contracts Sold (Wrote)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions and fees)	Insert “A” if Assigned. Insert “X” if Expired.	Assign Date (Month/Day/Year)	Expiration Date of Put Option Contract (MM/YY)
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/
/ /	\$		\$	\$		/ /	/

3. RE-PURCHASES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every re-purchase of Amgen put option contracts listed in #2 above from after the opening of trading on April 22, 2004 through and including the close of trading on May 10, 2007. (Must be documented.)

IF NONE, CHECK HERE

Re-Purchase Date (List Chronologically) (Month/Day/Year)	Price of Amgen Put Option Contract	Number of Put Option Contracts Purchased	Purchase Price Per Put Option Contract	Total Purchase Price (excluding taxes, commissions and fees)	Insert “E” if Exercised. Insert X if Expired	Expiration Date of Put Option Contract (MM/YY)
/ /	\$		\$	\$		/
/ /	\$		\$	\$		/
/ /	\$		\$	\$		/
/ /	\$		\$	\$		/

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

1 **PART V: TRANSACTIONS IN AMGEN PUBLICLY TRADED BONDS**

2 Code A = 0.125% Convertible Senior Notes Due February 1, 2011 (CUSIP: 031162AN0)
 3 Code B = 0.375% Convertible Senior Notes Due February 1, 2013 (CUSIP: 031162AQ3)

4 **1. BEGINNING AND ENDING POSITIONS** – State the face value of each type of Amgen Bond
 5 held at the opening of trading on April 22, 2004 and at the close of trading on May 10, 2007. If none,
 6 write “0” or “Zero.” (Must be documented.)

Bond Code (see above)	Face Value of this Bond Held as of the Opening of Trading on April 22, 2004	Face Value of this Bond Held as of the Close of Trading on May 10, 2007

10 **2. PURCHASES** – For each particular Amgen Bond, state (in chronological order) all purchases from
 11 after the opening of trading on April 22, 2004 through and including the close of trading on May 10,
 12 2007. If none, write “0” or “Zero.” (Must be documented.)

Bond Code (see above)	Trade Date of Purchase (Month/Day/ Year)	Face Value of this Bond Purchased	Purchase Price	Aggregate Cost (excluding taxes, commissions and fees)
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	/ /			
	/ /			
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17 **3. SALES** – Separately list (in chronological order) each and every sale of Amgen Bonds from after
 18 the opening of trading on April 22, 2004 through and including the close of trading on May 10, 2007.
 (Must be documented.)

Bond Code (see above)	Trade Date of Sale (Month/Day/ Year)	Face Value of this Bond Sold	Sale Price	Aggregate Received (excluding taxes, commissions and fees)
	/ /			
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23 **IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST**
 24 **PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

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1 **II. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 1. By signing and submitting this Claim Form, the claimant(s) or the
4 person(s) acting on behalf of the claimant(s) certify(ies) that: I (We) submit this
5 Claim Form under the terms of the Plan of Allocation of Net Settlement Fund
6 described in the accompanying Settlement Notice. I (We) also submit to the
7 jurisdiction of the United States District Court for the Central District of California
8 (the “Court”) with respect to my (our) claim as a Class Member(s) and for
9 purposes of enforcing the releases set forth herein. I (We) further acknowledge
10 that I (we) will be bound by the terms of any judgment entered in connection with
11 the Settlement in the Action, including the releases set forth therein. I (We) agree
12 to furnish additional information to the Claims Administrator to support this claim,
13 such as additional documentation for transactions in eligible Amgen securities, if
14 required to do so. I (We) have not submitted any other claim covering the same
15 transactions in publicly traded Amgen securities during the alleged Class Period
16 and know of no other person having done so on my (our) behalf.

17 **III. RELEASES, WARRANTIES, AND CERTIFICATION**

18 1. I (We) hereby warrant and represent that I am (we are) a Class
19 Member as defined in the Settlement Notice, that I am (we are) not excluded from
20 the Class, that I am (we are) not one of the “Released Defendant Parties” as
21 defined in the accompanying Settlement Notice, and that I (we) believe I am (we
22 are) eligible to receive a distribution from the Net Settlement Fund under the terms
23 and conditions of the Plan of Allocation, as set forth in the Settlement Notice.

24 2. As a Class Member, I (we) hereby acknowledge full and complete
25 satisfaction of, and do hereby fully, finally, and forever settle, release, and
26 discharge with prejudice the Released Claims as to each and all of the Released
27 Defendant Parties (as these terms are defined in the accompanying Settlement
28 Notice).

1 3. As a Class Member, I (we) hereby acknowledge that I (we) will not be
2 entitled to receive a recovery in any other action against any of the Released
3 Defendant Parties based on or arising out of the Released Claims (as these terms
4 are defined in the accompanying Settlement Notice).

5 4. This release shall be of no force or effect unless and until the Court
6 approves the Settlement and it becomes effective on the Effective Date.

7 5. I (We) hereby warrant and represent that I (we) have not assigned or
8 transferred or purported to assign or transfer, voluntarily or involuntarily, any
9 matter released pursuant to this release or any other part or portion thereof.

10 6. I (We) hereby warrant and represent that I (we) have included
11 information about all of my (our) purchases and sales and other transactions in
12 publicly traded Amgen securities that occurred during the Class Period and the
13 number of securities held by me (us), to the extent requested.

14 7. I (We) certify that I am (we are) NOT subject to backup tax
15 withholding. (If you have been notified by the Internal Revenue Service that you
16 are subject to backup withholding, please strike out the prior sentence.)

17 I (We) declare that all of the foregoing information supplied by the
18 undersigned is true and correct.

19 Executed this _____ day of _____, 2016

20
21 _____
22 Signature of Claimant

(Type or print name of Claimant)

23 _____
24 Signature of Joint Claimant, if any
25 any)

(Type or print name of Joint Claimant, if

26 _____
27 Signature of person signing on behalf
28 of Claimant

(Type or print name of person signing,
on behalf of Claimant)

1 Capacity of person signing on behalf of Claimant, if other than an individual (e.g.,
2 Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

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REMINDER CHECKLIST:

1. Please sign this Claim Form.
2. Remember to attach supporting documentation, if available. **DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.**
3. Do NOT send original stock certificates or original brokerage statements.
4. Keep a copy of your Claim Form for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed submitted until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at _____.
6. If you move after submitting this Claim Form, please notify the Claims Administrator of the change in your address.

THIS CLAIM FORM MUST BE POSTMARKED OR RECEIVED NO LATER THAN _____, 2016.

Amgen Inc. Securities Litigation

c/o Epiq

P.O. Box _____

Exhibit A-3

1 **LABATON SUCHAROW LLP**
Thomas A. Dubbs (*pro hac vice*)
2 *tdubbs@labaton.com*
James W. Johnson (*pro hac vice*)
3 *jjohnson@labaton.com*
Christopher J. McDonald (*pro hac vice*)
4 *cmcdonald@labaton.com*
Richard T. Joffe (*pro hac vice*)
5 *rjoffe@labaton.com*
140 Broadway
6 New York, NY 10005
Telephone: (212) 907-0700
7 Facsimile: (212) 818-0477

8 Attorneys for Lead Plaintiff and Class
Representative Connecticut Retirement Plans
9 and Trust Funds and Counsel for the Class

10 **KREINDLER & KREINDLER LLP**
Gretchen M. Nelson (#112566)
11 *gnelson@kreindler.com*
707 Wilshire Boulevard, Suite 3600
12 Los Angeles, California 90017
Telephone: (213) 622-6469
13 Facsimile: (213) 622-6019

14 Local Counsel for Lead Plaintiff and Class
Representative Connecticut Retirement Plans
15 and Trust Funds

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19
20 IN RE AMGEN INC.
SECURITIES LITIGATION
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Case No. CV 07-2536 PSG (PLAx)

Honorable Philip S. Gutierrez

**SUMMARY NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES
AND EXPENSES**

1 **TO: ALL PERSONS AND ENTITIES THAT PURCHASED AMGEN INC.**
2 **PUBLICLY TRADED SECURITIES DURING THE PERIOD FROM APRIL**
3 **22, 2004 THROUGH MAY 10, 2007, INCLUSIVE (THE “CLASS PERIOD”),**
4 **AND WERE DAMAGED THEREBY (THE “CLASS”)**

5 **YOU ARE HEREBY NOTIFIED**, pursuant to Rule 23 of the Federal
6 Rules of Civil Procedure and an Order of the Court, that the Class Representative
7 in the above-captioned class action (the “Action”), on behalf of itself and the
8 certified Class, has reached a proposed Settlement of the Action with Amgen Inc.
9 (“Amgen”), Kevin W. Sharer, Richard D. Nanula, Roger M. Perlmutter, and
10 George J. Morrow (collectively, the “Individual Defendants” and, with Amgen, the
11 “Defendants”). The Settlement provides for a total payment of \$95,000,000 in
12 cash (the “Settlement Amount”) for the benefit of the Class that, if approved, will
13 resolve all claims in the Action against Defendants and grant the releases specified
14 and described in the Stipulation and Agreement of Settlement, dated
15 _____, 2016 (the “Stipulation”).

16 A hearing will be held on _____, 2016 at __:__ .m., before the
17 Honorable Philip S. Gutierrez in Courtroom 880 of the United States District Court
18 for the Central District of California, Edward R. Roybal Federal Building and
19 Courthouse, 255 East Temple Street, Los Angeles, CA 90012, to determine, among
20 other things, whether: (1) the proposed Settlement should be approved by the Court
21 as fair, reasonable, and adequate; (2) the Action should be dismissed with
22 prejudice as set forth in the Stipulation; (3) the proposed Plan of Allocation for the
23 distribution of the Settlement Amount and any interest thereon, less any Court-
24 awarded attorneys’ fees, Notice and Administration Expenses, Taxes, and other
25 costs, fees, or expenses approved by the Court (the “Net Settlement Fund”) should
26 be approved as fair and reasonable; and (4) Class Counsel’s application for an
27 award of attorneys’ fees and payment of litigation expenses should be granted.
28 The Court may change the date of the Settlement Hearing without providing
another notice. You do NOT need to attend the Settlement Hearing in order to

1 receive a distribution from the Net Settlement Fund.

2 **IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE,**
3 **YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED**
4 **TO SHARE IN THE NET SETTLEMENT FUND.** If you have not yet received
5 the full printed Notice of Proposed Class Action Settlement and Motion for
6 Attorneys' Fees and Expenses (the "Settlement Notice") and a Proof of Claim and
7 Release form ("Proof of Claim"), you may obtain copies of these documents by
8 contacting the Claims Administrator or visiting its website at:

9 *Amgen Securities Litigation*
10 c/o Epiq

11 _____
12 _____
13 (____) ____ - ____
14 www. _____

15 If you are a Class Member, in order to be eligible to share in the distribution
16 of the Net Settlement Fund, you must submit a Proof of Claim form *postmarked or*
17 *received on or before* _____, **2016**.

18 If you previously submitted a valid and timely request for exclusion from the
19 Class in connection with the Notice of Pendency of Class Action ("Class Notice")
20 and you wish to remain excluded, *no further action is required*. (You will not be
21 bound by any judgments or orders entered by the Court in the Action and you will
22 not be eligible to share in the Net Settlement Fund.) However, if you previously
23 submitted such a request for exclusion from the Class in connection with the Class
24 Notice and you want to opt-back into the Class now for the purpose of being
25 eligible to receive a payment from the Net Settlement Fund, you may do so. In
26 order to opt-back into the Class, you must submit a request to opt-back into the
27 Class in writing such that it is *received on or before* _____, **2016**, in
28 accordance with the instructions set forth in the Settlement Notice.

If you *did not* previously submit a request for exclusion but you do not want
to be in the Class and be eligible to receive a payment from the Settlement, you

1 may exclude yourself from the Class now. To exclude yourself from the Class,
2 you must submit a written request for exclusion in accordance with the instructions
3 set forth in the Settlement Notice such that it is *received on or before*
4 _____, **2016**. If you are a Class Member and do not exclude yourself
5 from the Class, you will be bound by any judgments or orders entered by the Court
6 in the Action.

7 Any objections to the proposed Settlement, the proposed Plan of Allocation,
8 or the application for attorneys' fees and payment of expenses must be filed with
9 the Court and mailed to Class Counsel and Defendants' Counsel such that they are
10 *received on or before* _____, **2016**, in accordance with the instructions
11 set forth in the Settlement Notice.

12 Inquiries, other than requests for copies of the Settlement Notice and Proof
13 of Claim form, may be directed to Class Counsel:

14
15 Thomas A. Dubbs, Esq.
16 Christopher J. McDonald, Esq.
17 LABATON SUCHAROW LLP
18 140 Broadway
19 New York, NY 10005
20 www.labaton.com
21 settlementquestions@labaton.com
22 (888) 219-6877
23

24 Dated: _____, 2016

25 BY ORDER OF THE COURT
26 UNITED STATES DISTRICT COURT
27 CENTRAL DISTRICT OF CALIFORNIA
28

Exhibit B

1 **LABATON SUCHAROW LLP**
Thomas A. Dubbs (*pro hac vice*)
2 *tdubbs@labaton.com*
James W. Johnson (*pro hac vice*)
3 *jjohnson@labaton.com*
Christopher J. McDonald (*pro hac vice*)
4 *cmcdonald@labaton.com*
Richard T. Joffe (*pro hac vice*)
5 *rjoffe@labaton.com*
140 Broadway
6 New York, NY 10005
Telephone: (212) 907-0700
7 Facsimile: (212) 818-0477

8 Attorneys for Lead Plaintiff and Class
Representative Connecticut Retirement Plans
9 and Trust Funds and Counsel for the Class

10 **KREINDLER & KREINDLER LLP**
Gretchen M. Nelson (#112566)
11 *gnelson@kreindler.com*
707 Wilshire Boulevard, Suite 3600
12 Los Angeles, California 90017
Telephone: (213) 622-6469
13 Facsimile: (213) 622-6019

14 Local Counsel for Lead Plaintiff and Class
Representative Connecticut Retirement Plans
15 and Trust Funds

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19

20 IN RE AMGEN INC. SECURITIES LITIGATION
--

Case No. CV 07-2536 PSG (PLAx)

Honorable Philip S. Gutierrez

[PROPOSED] JUDGMENT AND
ORDER APPROVING
CLASS ACTION SETTLEMENT

1 WHEREAS, a class action is pending in this Court entitled *In re Amgen Inc.*
2 *Securities Litigation*, Case No. CV 07-2536 PSG (PLAx) (the “Action”);

3 WHEREAS, by Order on August 12, 2009, the Court certified a class of: all
4 persons and entities that purchased the publicly traded securities of Amgen Inc.
5 (“Amgen” or the “Company”) during the period from April 22, 2004 through May
6 10, 2007, inclusive, (the “Class Period”) and were damaged thereby (the “Class”).
7 Excluded from the Class are: (a) Defendants; (b) former Defendants; (c) the
8 affiliates and subsidiaries of the Company, including the Company’s employee
9 retirement and benefit plan(s); (d) the officers and directors of the Company and its
10 subsidiaries and affiliates at all relevant times; (e) members of the immediate
11 family of any excluded person; (f) the legal representatives, heirs, successors, and
12 assigns of any excluded person; and (g) any entity in which any excluded person
13 has or had a controlling interest. Pursuant to Rule 23(c) of the Federal Rules of
14 Civil Procedure and by Order of the Court, also excluded from the Class is any
15 person or entity that submitted a timely and valid request for exclusion pursuant to
16 the Notice of Pendency of Class Action (the “Class Notice”) disseminated to the
17 Class, who does not opt back into the Class;

18 WHEREAS, pursuant to this Court’s Order entered November 10, 2015, the
19 Class Notice was mailed to potential members of the Class to notify them of,
20 among other things: (a) the Action pending against the Defendants; (b) the Court’s
21 certification of the Action as a class action on behalf of the certified Class; (c) the
22 effect of remaining in the Class on any person or entity that falls within the
23 definition of the Class (“Class Members”) (including that Class Members will be
24 bound by all past, present, and future orders and judgments in the Action, whether
25 favorable or unfavorable); and (d) the right of Class Members to request exclusion
26 from the Class, the requirements for requesting exclusion, and the effect of
27 exclusion;

28 WHEREAS, Court-appointed Class Representative Connecticut Retirement

1 Plans and Trust Funds (“Connecticut Retirement”, “Lead Plaintiff” or “Class
2 Representative”) on behalf of itself and the certified Class, on the one hand, and
3 Amgen, Kevin W. Sharer, Richard D. Nanula, Roger M. Perlmutter, and George J.
4 Morrow (collectively, the “Individual Defendants” and, with Amgen, the
5 “Defendants”), on the other hand, entered into a Stipulation and Agreement of
6 Settlement, dated as of _____, 2016 (the “Stipulation”), which, together with the
7 exhibits annexed thereto, sets forth the terms and conditions of their proposed
8 settlement and the release of claims and dismissal of the Action against Defendants
9 with prejudice upon the terms and conditions set forth therein (the “Settlement”);

10 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms
11 herein shall have the same meaning as they have in the Stipulation;

12 WHEREAS, pursuant to the Order Granting Preliminary Approval of Class
13 Action Settlement, Approving Form and Manner of Notice, and Setting Date for
14 Hearing on Final Approval of Settlement, entered _____, 2016 (the
15 “Preliminary Approval Order”), the Court scheduled a hearing for
16 _____, 2016, at ____:____ __.m. (the “Settlement Hearing”) to,
17 among other things: (i) determine whether the proposed Settlement of the Action
18 on the terms and conditions provided for in the Stipulation is fair, reasonable, and
19 adequate, and should be approved by the Court; (ii) determine whether a judgment
20 as provided for in the Stipulation should be entered; and (iii) rule on Class
21 Counsel’s Fee and Expense Application;

22 WHEREAS, by the Preliminary Approval Order, this Court: (a) ordered that
23 notice of the proposed Settlement be provided to potential Class Members,
24 including that summary notice be published once in the national edition of *The*
25 *Wall Street Journal* and be transmitted once over the *PR Newswire*; (b) provided
26 Class Members with the opportunity to (i) opt-back into the Class if they
27 previously submitted a valid and timely request for exclusion from the Class in
28 connection with the Class Notice; (ii) request exclusion from the Class in

1 connection with the Settlement Notice; or (iii) object to the proposed Settlement;
2 (c) approved the proposed forms of notice of the Settlement; and (d) scheduled a
3 hearing regarding final approval of the Settlement;

4 WHEREAS, Class Counsel have filed with the Court proof, by affidavit or
5 declaration, of such mailing and publication of the Settlement Notice and
6 Summary Settlement Notice of the proposed Settlement;

7 WHEREAS, due and adequate notice has been given to the Class;

8 WHEREAS, the Court conducted a hearing on _____, 2016
9 (the “Settlement Hearing”) to consider, among other things: (a) whether the terms
10 and conditions of the Settlement are fair, reasonable, and adequate, and should
11 therefore be approved; and (b) whether a judgment should be entered dismissing
12 the Action with prejudice as against all Defendants; and

13 WHEREAS, the Court has reviewed and considered the Stipulation, all
14 papers filed and proceedings held in connection with the Settlement, all oral and
15 written comments received regarding the Settlement, and the record in the Action,
16 and good cause appearing therefor;

17 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
18 DECREED:

19 1. **Jurisdiction** - The Court has jurisdiction over the subject matter of
20 the Action and all matters relating to the Settlement, as well as personal
21 jurisdiction over all of the Parties and each of the Class Members.

22 2. **Incorporation of Settlement Documents** - This Judgment
23 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on
24 _____, 2016; and (b) the Settlement Notice and the Summary Settlement
25 Notice, both of which were filed with the Court on _____, 2016.

26 3. **Settlement Notice** - The Court finds that the dissemination of the
27 Settlement Notice and the publication of the Summary Settlement Notice: (a) were
28 implemented in accordance with the Preliminary Approval Order; (b) constituted

1 the best notice practicable under the circumstances; (c) constituted notice that was
2 reasonably calculated, under the circumstances, to apprise Class Members of (i) the
3 effect of the Settlement (including the releases provided for therein), (ii) Class
4 Counsel’s motion for an award of attorneys’ fees and payment of litigation
5 expenses, (iii) their right to object to any aspect of the Settlement, the Plan of
6 Allocation, and/or Class Counsel’s motion for attorneys’ fees and payment of
7 litigation expenses, (iv) their right to opt-back into the Class if they previously
8 submitted a valid and timely request for exclusion in connection with the Class
9 Notice, (v) their right to request exclusion from the Class in connection with the
10 Settlement Notice; and (vi) their right to appear at the Settlement Hearing; (d)
11 constituted due, adequate, and sufficient notice to all persons or entities entitled to
12 receive notice of the proposed Settlement; and (e) satisfied the requirements of
13 Rule 23(e) of the Federal Rules of Civil Procedure, the United States Constitution
14 (including the Due Process Clause), the Private Securities Litigation Reform Act of
15 1995 (“PSLRA”), 15 U.S.C. §78u-4(a)(7), and all other applicable laws and rules.

16 4. **Final Settlement Approval and Dismissal of Claims** - Pursuant to,
17 and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court
18 hereby fully and finally approves the Settlement set forth in the Stipulation in all
19 respects (including, without limitation, the amount of the Settlement; the releases
20 provided for therein, including the release of the Released Claims as against the
21 Defendants and the other Released Defendant Parties; and the dismissal with
22 prejudice of claims against Defendants), and finds that the Settlement is in all
23 respects fair, reasonable, and adequate. The Parties are directed to implement,
24 perform, and consummate the Settlement in accordance with the terms and
25 provisions contained in the Stipulation.

26 5. [The Court has considered the objections to the Settlement and they
27 are overruled.]

28 6. The Amended Complaint and all of the claims against Defendants by

1 Class Representative and the other Class Members are hereby dismissed with
2 prejudice. The Parties shall bear their own costs and expenses, except as otherwise
3 expressly provided in the Stipulation.

4 7. **Binding Effect** - The terms of the Stipulation and of this Judgment
5 shall be forever binding on and inure to the benefit of Defendants, Class
6 Representative, and all other Class Members (regardless of whether or not any
7 individual Class Member submits a Claim Form or seeks or obtains a distribution
8 from the Net Settlement Fund), and the Released Parties, as well as their respective
9 heirs, executors, administrators, trustees, predecessors, successors, affiliates and
10 assigns. Any Person listed on Exhibit 1 hereto has validly requested exclusion in
11 connection with the Class Notice or Settlement Notice and shall not be bound by
12 the terms of the Stipulation or this Judgment.

13 8. **Releases** - The releases as set forth in paragraphs 3 and 4 of the
14 Stipulation, together with the definitions contained in paragraph 1 of the
15 Stipulation relating thereto, are expressly incorporated herein in all respects.
16 Accordingly, this Court orders that:

17 (a) Upon the Effective Date of the Settlement, Class Representative
18 and each and every other Class Member, on behalf of themselves and each of their
19 respective heirs, executors, trustees, administrators, predecessors, successors, and
20 assigns, shall: (i) be deemed to have fully, finally, and forever waived, released,
21 discharged, and dismissed each and every one of the Released Claims against each
22 and every one of the Released Defendant Parties; (ii) forever be barred and
23 enjoined from commencing, instituting, prosecuting, or maintaining any and all of
24 the Released Claims against any and all of the Released Defendant Parties; and (iii)
25 be deemed to have covenanted not to sue any Released Defendant Party on the
26 basis of any Released Claims. The foregoing release is given regardless of
27 whether such Lead Plaintiff or Class Members have: (i) executed and delivered a
28 Proof of Claim; (ii) received the Settlement Notice; (iii) participated in the

1 Settlement Fund; (iv) filed an objection to the Settlement, the proposed Plan of
2 Allocation, or any application by Class Counsel for attorneys' fees and expenses;
3 or (v) had their claims allowed. This release shall not apply to any Person listed on
4 Exhibit 1 hereto.

5 (b) Upon the Effective Date of the Settlement, Defendants, on
6 behalf of themselves and each of their respective heirs, executors, trustees,
7 administrators, predecessors, successors, and assigns, shall: (i) be deemed to have
8 fully, finally, and forever waived, released, discharged, and dismissed each and
9 every one of the Released Defendants' Claims against each and every one of the
10 Released Plaintiff Parties; (ii) forever be barred and enjoined from commencing,
11 instituting, prosecuting, or maintaining any and all of the Released Defendants'
12 Claims against any and all of the Released Plaintiff Parties; and (iii) be deemed to
13 have covenanted not to sue any Released Plaintiff Party on the basis of any
14 Released Defendants' Claims.

15 9. Notwithstanding ¶ 8 above, nothing in this Judgment shall bar any
16 action by any of the Parties to enforce or effectuate the terms of the Stipulation or
17 this Judgment.

18 10. **Rule 11 Findings** - The Court finds and concludes that the Parties and
19 their respective counsel have complied in all respects with the requirements of
20 Rule 11 of the Federal Rules of Civil Procedure in connection with the
21 commencement, maintenance, prosecution, defense, and settlement of the Action.

22 11. **No Admissions** – Except as set forth in Paragraph 12 below, neither
23 this Judgment nor the Stipulation, whether or not consummated, nor any
24 discussions, negotiations, proceedings, or agreements relating to the Stipulation,
25 the Settlement, and any matter arising in connection with settlement discussions or
26 negotiations, proceedings, or agreements, shall be offered or received against or to
27 the prejudice of the Parties or their respective counsel, for any purpose other than
28 in an action to enforce the terms hereof, and in particular:

1 (a) do not constitute, and shall not be offered or received against or
2 to the prejudice of the Released Defendant Parties as evidence of, or construed as,
3 or deemed to be evidence of any presumption, concession, or admission by the
4 Released Defendant Parties with respect to the truth of any allegation by Class
5 Representative and the Class, or the validity of any claim that has been or could
6 have been asserted in the Action or in any litigation, including but not limited to
7 the Released Claims, or of any liability, damages, negligence, fault or wrongdoing
8 of the Released Defendant Parties or any person or entity whatsoever;

9 (b) do not constitute, and shall not be offered or received against or
10 to the prejudice of the Released Defendant Parties as evidence of a presumption,
11 concession, or admission of any fault, misrepresentation, or omission with respect
12 to any statement or written document approved or made by the Released Defendant
13 Parties, or against or to the prejudice of Class Representative, or any other member
14 of the Class as evidence of any infirmity in the claims of Class Representative, or
15 the other members of the Class;

16 (c) do not constitute, and shall not be offered or received against or
17 to the prejudice of the Released Parties, or their respective counsel, as evidence of
18 a presumption, concession, or admission with respect to any liability, damages,
19 negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other
20 reason against or to the prejudice of any of the Released Parties, or their respective
21 counsel, in any other civil, criminal, or administrative action or proceeding, other
22 than such proceedings as may be necessary to effectuate the provisions of the
23 Stipulation and this Judgment;

24 (d) do not constitute, and shall not be construed against the
25 Released Parties, as an admission or concession that the consideration to be given
26 hereunder represents the amount that could be or would have been recovered after
27 trial; and

28 (e) do not constitute, and shall not be construed as or received in

1 evidence as an admission, concession, or presumption against Class
2 Representative, or any other member of the Class that any of their claims are
3 without merit or infirm or that damages recoverable under the Amended Complaint
4 would not have exceeded the Settlement Amount.

5 12. Notwithstanding the foregoing, the Parties and other Released Parties
6 may file or refer to this Judgment, the Stipulation, and/or any Proof of Claim:

7 (a) to effectuate the liability protections granted hereunder, including without
8 limitation, to support a defense or counterclaim based on principles of *res judicata*,
9 collateral estoppel, release, good-faith settlement, judgment bar or reduction, or
10 any theory of claim preclusion or issue preclusion or similar defense or
11 counterclaim; (b) to enforce any applicable insurance policies and any agreements
12 relating thereto; or (c) to enforce the terms of the Stipulation and/or this Judgment.

13 The Parties and other Released Parties submit to the jurisdiction of the Court for
14 purposes of implementing and enforcing the Settlement.

15 13. **Retention of Jurisdiction** - Without affecting the finality of this
16 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:

17 (a) the Parties for purposes of the administration, interpretation, implementation,
18 and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c)
19 any motion for an award of attorneys' fees and/or litigation expenses by Class
20 Counsel in the Action that will be paid from the Settlement Fund; (d) any motion
21 to approve the Plan of Allocation; (e) any motion to approve the Distribution
22 Order; and (f) the Class Members for all matters relating to the Action.

23 14. Separate orders shall be entered regarding approval of a plan of
24 allocation and the motion of Class Counsel for an award of attorneys' fees and
25 payment of litigation expenses. Such orders shall in no way affect or delay the
26 finality of this Judgment, and shall not affect or delay the Effective Date of the
27 Settlement.

28 15. **Modification of the Agreement of Settlement** - Without further

EXHIBIT 1
Persons Excluded from the Class Pursuant to Request

1	EDMUND F FICEK TRUST UA 12/15/98 EDMUND F FICEK TR	NORMAL	IL
2	ROBERT W FINKE	BIG SANDY	MT
3	RICHARD E BONDANZA	NEW PORT RICHEY	FL
4	HARRY A WICHT	CULPEPER	VA
5	DOLLARS & SENSE INVESTMENT CLUB C/O MADONNA SCHACKMANN	NEWTON	IL
6	ESTATE OF SALLIE POSTON KIDD THOMAS WAYLAND KIDD EXECUTOR	GEORGETOWN,	TX
7	WALTER COX	WILLIAMSBURG	MI
8	LUCIA S WELSH TRUST 2 DTD 2/16/94 LUCIA S WELSH TTEE	PASADENA	MD
9	ANNA L TOMEY	NORTH FORT MYERS	FL
10	JOE FAMILY TRUST DTD 7/9/94 ALVIN C JOE AND CHARLENE L JOE TRUSTEES F/T	FOSTER CITY	CA
11	CARLOS A MUNOZ JAIME	NAGUABO	PR
12	CAROLINE ZOE BALES-BICKLEY	KENNEDALE	TX
13	DONALD E & ROSE M DENNIS TRUST U/A DATED 11/06/90 DONALD E DENNIS TR	SAN JOSE	CA
14	TOVA MARIE SHERGOLD	SOUTH BARRINGTON	IL
15	KIM A DAY	NEWBURY PARK	CA
16	CHRISTOPHER D HAWKES	SANTA CLARA	CA
17	MARILYN K BIGWOOD	MINOT	ND
18	MICHELE C GOYETTE	SIMI VALLEY	CA
19	DOUGLAS R ANGELL	LITTLETON	CO
20	HENRY R DARLINGTON	LA QUINTA	CA
21	HELENE L OBACK-RUSSO	NEW YORK	NY
22	JOSEPH D RUSSO	NEW YORK	NY
23	ROBERTA R KOSTURN	WOODLAND HILLS	CA
24	STEVEN D HALL	SAN DIEGO	CA
25	JUDITH L GALLAGHER	BURLINGTON	ON
26	LOREN MENNENGA	BELMOND	IA
27	KENNETH JONES	BREMEN	GA
28	EYE CARE SPECIALISTS PROFIT SHARING TRUST DTD 2/15/83 DR JAMES T PATTEN TTEE	NORWOOD	MA
29	MARKETPLACE STUDY GROUP, A PARTNERSHIP KARLA BLAKE, TREASURER	PHOENIX	AZ
30	CHRISTINE C SISKA	SEATTLE	WA
31	ROBERT L READ & EUDORA F READ	GROVE	OK

1	32	WILLIAM P FRANKLIN	GOLDSBORO	NC
2	33	DAVID S NOYES SR	DELAND	FL
3	34	EILEEN ELY	GREENWOOD	IN
4	35	PHILIP C TAGARI	NEWBURY PARK	CA
5	36	YUZO HAYASHI MAYUMI HAYASHI	URAWA CITY	JAPAN
6	37	SHARRON F FITZPATRICK	KENVIL	NJ
7	38	ANNE TEMSHIV	THOUSAND OAKS	CA
8	39	JANETTE G VALENTINE	LAKELAND	FL
9	40	ROBERT C AND MARIELLYN MCCRYSTAL TRUST MARIELLYN MCCRYSTAL, TRUSTEE	YPSILANTI	MI
10	41	HAER ENTERPRIZES INC C/O ELIZABETH CASEY	VANDALIA	OH
11	42	SEAN S ADAMS	NAPERVILLE	IL
12	43	SANDRA G JONES	RENSSELAER	NY
13	44	ERNST SAUERBRUCH	STEIN AM RHEIN	SWITZERLAND
14	45	LURAE ROWE	SOUTH JORDAN	UT
15	46	CATHERINE C LARMORE THOMAS H BEDDALL DEC'D	PARIS	VA
16	47	ANN E KUTA TRUST DTD 1/7/93 ANN E KUTA TRUSTEE	DES PLAINES	IL
17	48	SHERREY LYNN LUETJEN DOUGLAS A LUETJEN	SEATTLE	WA
18	49	STEVE WELSCH	ROCKTON	IL
19	50	GORDON L VICKERS AND NANCY G VICKERS TEN IN COM	WESTFIELD	NJ
20	51	HARRIETT S RINGO JOHN J RINGO	LEXINGTON	KY
21	52	IVELISSE SANTANA	JUNCOS	PR
22	53	TAI CHIU CHAN	LONG BEACH	MS
23	54	KATHRYN G MOTSINGER	WINSTON-SALEM	NC
24	55	CATHERINE C LARMORE THOMAS H BEDDALL DEC'D	PARIS	VA
25	55	SHIRLEY TOUNG	PALO ALTO	CA
26	56	SMITHSONIAN INSTITUTION	WASHINGTON	DC
27	57	SERGEJ NINKOVIC	BELGRADE	SERBIA
28	58	CHARLOTTE L KANE TRUSTEE FOR MAURICE M KANE TRUST U/A DTD 09/26/1986	GREENVILLE	OH
	59	JERRY WAYNE LEE	APEX	NC
	60	JOYCE BEDNOWICZ	HAMPSHIRE	IL
	61	DANIEL SCHWANKE	WEST HARTFORD	CT
	62	MARY BETH CANTRELL	THOUSAND OAKS	CA
	63	KENNETH H BARRATT	GREEN VALLEY	AZ
	64	ALANNA J FEARING	LOS ANGELES	CA
	65	HEATHER M BURNELL (AKA HEATHER M HEYDEN)	WESTLAKE VILLAGE	CA

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66	LILLYVETTE SANTIAGO	CIDRA	PR
67	YANIRA RODRIQUEZ NUNEZ	GURABO	PR
68	JANA C OSTLUND & DALE A OSTLUND	SNOHOMISH	WA
69	FRANCIS P COOLIDGE	BOXBOROUGH	MA
70	SUSAN W TRAMONT	CORAL GABLES	FL
71	ESTATE OF ROBERT C PARTENHEIMER	FORT PIERCE	FL
72	BRIAN COHEN	VICTORIA	AUSTRALIA
	TBD		
	TBD		
	TBD		
	TBD		
	TBD		