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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SERGIO VALDEZ, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

AMPERE COMPUTING, LLC, a Delaware
Limited Liability Company; AMPERE
COMPUTING EMPLOYER, LLC, a
Delaware Limited Liability Company;
AEROTEK, INC., a Maryland Corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24CV438808

Honorable Theodore C. Zayner
Department 19

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 17, 2025
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: May 10, 2024
FAC Filed: May 28, 2025
Trial Date: Not Set

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[PROPOSED] ORDER

On September 17, 2025 at 1:30 p.m. in Department 19 of the above-captioned Court located at Old Courthouse, 161 North First Street, San Jose, California 95113, Plaintiff Sergio Valdez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Theodore C. Zayner. Blackstone Law, APC appeared on behalf of Plaintiff, Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Ampere Computing, LLC and Ampere Computing Employer, LLC (together, “Ampere”), and Epstein Becker & Green, P.C. appeared on behalf of Aerotek, Inc. (“Aerotek”) (together, Ampere and Aerotek are referred to as “Defendants”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
3 Payment, LWDA PAGA Payment, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,
5 appear to be within the range of reasonableness of a settlement that could ultimately be given final
6 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
7 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
8 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
9 against the probable outcome of further litigation relating to certification, liability, and damages issues
10 and are consistent with the requirements of California Labor Code § 2699(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
16 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
17 protect the interests of the members of the Class; (e) a class action is superior to other available
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
19 counsel for Plaintiff in his individual capacity and as the representative of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former non-exempt California employees employed directly by
23 Ampere who worked for Ampere during the Class Period, and all Contingent
24 Workers assigned by Aerotek to Ampere in California at any time during the Class
25 Period.

26 (Contingent Worker(s) is defined as all current and former non-exempt California
27 employees of Aerotek who were assigned by Aerotek to Ampere to render services
28 in California to Ampere.)

 (The Class Period is defined as the period from March 8, 2025 through the date of
entry of this Order, subject to Paragraph 8 of the Settlement Agreement.)

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1 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
2 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as counsel for the Class (“Class
3 Counsel”).

4 8. The Court provisionally appoints Plaintiff Sergio Valdez as the representative of the
5 Class (“Class Representative”).

6 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
7 Settlement (“Administrator”).

8 10. No later than twenty-one (21) calendar days after entry of this Order, Defendants will
9 provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Administrator
10 containing the following information for each Class Member: full name, last-known mailing address,
11 last known telephone number, Social Security number, dates worked during the Class Period and
12 PAGA Period, and any other information as is necessary for the Settlement Administrator to calculate
13 Workweeks and PAGA Pay Periods (collectively referred to as the “Class Data”) in conformity with
14 the Settlement Agreement.

15 11. The Court approves, both as to form and content, the Court Approved Notice of Class
16 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
17 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the
18 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
19 the Class Members of all material elements of the Settlement, of Class Members’s right to be excluded
20 from the Class Settlement, of Class Members’ right to dispute the Workweeks and/or PAGA Pay
21 Periods credited to each of them by submitting a written challenge, and of each Participating Class
22 Members’ right and opportunity to object to the Class Settlement by submitting a written objection to
23 the Administrator. The Court further finds that distribution of the Class Notice substantially in the
24 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth
25 in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
26 due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to
27 mail the Class Notice in by First-Class U.S. Mail to all Class Members within fourteen (14) calendar
28 days of after the receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
4 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
5 date that is sixty (60) calendar days after the Administrator mails the Class Notice (“Response
6 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended
7 fourteen (14) calendar days from the original Response Deadline. Any such person who timely and
8 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
9 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
10 to object, appeal, or comment thereon. Nevertheless, all Aggrieved Employees will be bound by the
11 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a
12 Request for Exclusion. Class Members who do not submit a valid and timely Request for Exclusion
13 (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final
14 judgment based thereon.

15 13. A Final Approval Hearing shall be held before this Court on
16 _____ at _____ a.m./p.m. in Department 19 of the Santa Clara
17 County Superior Court, located at Old Courthouse, 161 North First Street, San Jose, California 95113,
18 to determine all necessary matters concerning the Settlement, including: whether the proposed
19 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
20 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
21 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
22 be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
23 determine whether to approve the requests for the Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
25 Payment, and allocation for the PAGA Penalties.

26 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
28 Payment, and Administration Expenses Payment, along with the appropriate declarations and

1 supporting evidence, including the Administrator's declaration, by
2 _____, to be heard at the Final Approval Hearing.

3 15. To object to the Class Settlement, a Participating Class Member must submit their
4 written objection to the Administrator on or before the Response Deadline. The written objection
5 must be signed and must contain the information that is required, as set forth in the Class Notice,
6 including and not limited to the grounds for the objection. Participating Class Members, individually
7 or through counsel, may also present their objection orally at the Final Approval Hearing, regardless
8 of whether they have submitted a written objection.

9 16. In the event the Settlement does not become effective in accordance with the terms of
10 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
11 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
12 the parties shall revert back to their respective positions as of before entering into the Settlement
13 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
14 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

15 17. The Court reserves the right to adjourn or continue the date of the Final Approval
16 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
17 Members and retains jurisdiction to consider all further applications arising out of or connected with
18 the Settlement.

19 **IT IS SO ORDERED.**

20 Dated: _____

Honorable Theodore C. Zayner
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Sergio Valdez v. Ampere Computing, LLC; Ampere Computing Employer, LLC; Aerotek, Inc.
Santa Clara County Superior Court Case No. 24CV438808*

*The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from a class action lawsuit entitled *Sergio Valdez v. Ampere Computing, LLC; Ampere Computing Employer, LLC; Aerotek, Inc.*, Santa Clara County Superior Court Case No. 24CV438808 (“Action”) against Ampere Computing, LLC and Ampere Computing Employer, LLC (together, “Ampere”) and Aerotek, Inc. (“Aerotek”) (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by Aerotek’s former employee Sergio Valdez (“Plaintiff”) who temporarily worked at Ampere Computing, LLC and seeks payment of (1) back wages and other relief for the Class Members and (2) penalties under the California Private Attorneys General Act (“PAGA”) for the Aggrieved Employees.

The “Class” or “Class Member(s)” are all current and former non-exempt California employees employed directly by Ampere who worked for Ampere during the Class Period, and all Contingent Workers assigned by Aerotek to Ampere during the Class Period.

The “Contingent Worker(s)” are all current and former non-exempt California employees of Aerotek who were assigned by Aerotek to Ampere to renders services in California to Ampere.

The “Class Period” is the period from March 8, 2020 to **[Preliminary Approval, subject to Paragraph 8 of the Settlement Agreement]**.

The “Aggrieved Employee(s)” are all current and former non-exempt California employees employed directly by Ampere who worked for Ampere during the PAGA Period, and all Contingent Workers assigned by Aerotek to Ampere during the PAGA Period.

The “PAGA Period” is the period from March 8, 2023 to **[Preliminary Approval, subject to Paragraph 8 of the Settlement Agreement]**.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Ampere to fund Individual Class Payments, and (2) a PAGA Settlement requiring Ampere to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys. The Court will also decide whether to enter a judgment that requires Ampere to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you are a Class Member and/or Aggrieved Employee as specified above during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") can object to any aspect of the Class Settlement. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing [REDACTED]	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many weeks you worked for or was assigned to render services to Ampere for at least one day during the Class Period (“Workweeks”) and how many pay periods you worked for or was assigned to render services to Ampere for at least one day during the PAGA Period (“PAGA Pay Periods”), respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated in Section 4 of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.
Written Challenges Must be Submitted by [REDACTED]	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Aerotek who was temporarily assigned to work as a contingent worker at Ampere Computing, LLC. The Action alleges that Defendants violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and during employment, and reimbursable business expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne from Blackstone Law, APC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages. Defendants contend that they complied with all applicable laws, but that settling this matter is a business decision that allows them to minimize risk and legal expenditures.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Ampere Will Pay \$450,000 as the “Gross Settlement Amount”. On behalf of the Defendants, Ampere has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Ampere will fund the Gross Settlement Amount not more than 21 days after the Final Approval Order and Judgment entered by the Court becomes final. The Final Approval Order and Judgment will be final on the date the Court enters the Final Approval Order and Judgment, or a later date if Participating Class Members object to the Class Settlement or the Final Approval Order and Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third (1/3) of the Gross Settlement (currently estimated to be \$150,000.00) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$22,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of Workweeks during the Class Period.
4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Ampere will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization.
6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Ampere will not pay any money and Class Members will not release any claims against Defendants.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

8. Participating Class Members' Release. After the Final Approval Order and Judgment is final and Ampere has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will release the Released Class Claims against the Released Parties. This means that unless you opted-out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their related entities for wages based on the Class Period facts alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and causes of action that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint, arising during the Class Period, including, but not limited to, all of the following claims for: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) failure to provide compliant meal and rest periods and associated premium payments; (c) failure to reimburse necessary business-related expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) failure to timely pay all wages owed during employment; (g) violations of the Unfair Competition Law; (h) any other claims or penalties under the wage and hour laws or primary rights asserted in the Operative Complaint; and (i) all damages, penalties, interest, and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Operative Complaint (collectively, the "Released Class Claims").

Notwithstanding the above, only those Participating Class Members who were employed by Aerotek release the Released Parties from the Released Class Claims for the time period that they worked at Ampere.

Except as to the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in the Action which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined above.

9. Aggrieved Employees' Release. After the Court's Final Approval Order and Judgment is final, and Ampere has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Aggrieved Employees will release the Released PAGA Claims against the Released Parties, whether or not the Aggrieved Employees exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and any of those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts allege in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including, but not limited to, all of the following PAGA claims for: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) failure to provide compliant meal and rest periods and associated premium payments; (c) failure to reimburse necessary business-related expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) failure to timely pay all wages owed during employment; (g) failure to maintain accurate payroll records; (h) any other claims or penalties under the wage and hour laws or primary rights asserted in the Operative Complaint and PAGA Notice; and (h) all penalties, interest, and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders as to the facts alleged in the Operative Complaint and PAGA Notice (collectively, the “Released PAGA Claims”).

Notwithstanding the above, only those Aggrieved Employees who were employed by Aerotek release the Released Parties from the Released PAGA Claims for the time period that they worked at Ampere.

10. Released Parties. “Released Parties” is defined as Defendants and their past and present direct and/or indirect officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member’s total number of Workweeks worked during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,625.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee’s total number of PAGA Pay Periods worked during the PAGA Period.
3. Your Estimated Workweeks. Defendants’ records show that, from March 8, 2020 and [Preliminary Approval, subject to Paragraph 8 of the Settlement Agreement] (i.e., the Class Period), **you worked Workweeks**. To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those weeks are excluded from your total.
4. Your Estimated PAGA Pay Periods. Defendants’ records show that, from March 8, 2023 and [Preliminary Approval, subject to Paragraph 8 of the Settlement Agreement] (i.e., the PAGA Period), **you worked PAGA Pay Periods**. To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those pay periods are excluded from your total.
5. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated above. You have until [redacted] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the

Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendants' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee including those who opt-out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter (i.e., Request for Exclusion) with a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sergio Valdez v. Ampere Computing, LLC, et al.*, Case No. 24CV438808. and include your identifying information (full name, mailing address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The request to the Administrator must be sent your Request for Exclusion by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment that includes, among other things, the reasons why the proposed Settlement is fair. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [REDACTED] or the Court's website <https://santaclara.courts.ca.gov/online-services/case-information-online>.

A Participating Class Member who disagrees with any aspect of the Class Settlement and/or the Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Sergio Valdez v. Ampere Computing, LLC, et al.*, Case No. 24CV438808, and include your signature, full name, mailing address, and email address or telephone number. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object orally (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing either in person or remotely regardless of whether you have submitted a written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 19 of the Santa Clara Superior Court, located at Old Courthouse, 161 North First Street, San Jose, California 95113. At the Final Approval Hearing, the Judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

Class Members may appear at the Final Approval Hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Approval Order and Judgment, or any other Settlement documents is to go to ILYM Group, Inc.'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. Additionally, you can consult the Superior Court website by going to (<https://santaclara.courts.ca.gov/online-services/case-information-online>) and entering the Case Number for the Action, Case No. 24CV438808, or in person at Records, Superior Court of California, County of Santa Clara, 161 North First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorneys: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Jared C. Osborne

Email Addresses: mschimmel@blackstonepc.com; jfang@blackstonepc.com; arose@blackstonepc.com; josborne@blackstonepc.com

Name of Firm: Blackstone Law, APC

Mailing Address: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211

Telephone: (310) 622-4278

Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.