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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

[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	March 18, 2026
Time:	1:30 p.m.
Dept.:	19
Complaint Filed:	May 10, 2024
FAC Filed:	May 28, 2025
Trial Date:	Not Set

This matter comes on for hearing before the Honorable Theodore C. Zayner on March 18, 2026, at 1:30 p.m. in Department 19. The Court now issues its tentative ruling as follows:

I. Introduction

This is a putative class and representative action arising from alleged wage and hour violations. Plaintiff Sergio Valdez filed a complaint against defendants Ampere Computing, LLC and Aerotek, Inc. ("Aerotek"), asserting a sole cause of action for violation of Labor Code section 2699, et seq., the Private Attorneys General Act ("PAGA"). Plaintiff then filed the operative first amended complaint ("FAC") against defendants Ampere Computing, LLC, Ampere Computing Employer, LLC, and Aerotek (collectively, "Defendants"), asserting causes of action for: (1) minimum wages; (2) unpaid overtime; (3) meal break violations; (4) rest break violations; (5) wages not timely paid during employment; (6) wage statement violations; (7) untimely final wages; (8) failure to reimburse necessary business expenses; (9) violation of Business and Professions Code section 17200, et seq.; and (10) violation of PAGA.

The parties have reached a settlement, and the Court has granted Plaintiff's motion for preliminary approval of the settlement. Before the Court is Plaintiff's unopposed motion for final approval of the settlement, which the Court will GRANT for the reasons stated.

II. Legal Standard

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.)

> The burden is on the proponent of the settlement to show that it is fair and reasonable. However "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small."

(*Wershba*, *supra*, 91 Cal.App.4th at p. 245, citation omitted.)

B. PAGA

Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

Like its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public ….”], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable considering the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Terms and Administration of Settlement

This case has been settled on behalf of the following class:

> [A]ll 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 at any time during the Class Period.

(Declaration of Alexandra Rose in support of preliminary approval, Ex. 3 (“Agreement”), ¶ 1.5.) The “Class Period” is defined as March 8, 2020 to Preliminary Approval, subject to the escalator clause at Paragraph 8. (*Id.* at ¶¶ 1.11, 8.) The settlement includes a subset PAGA class of Aggrieved Employees, defined as, “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.” (*Id.* at ¶ 1.4.) The “PAGA Period” is defined as, the period from March 8, 2023 to Preliminary Approval, subject to the escalator clause at Paragraph 8. (*Id.* at ¶ 1.29.)

Defendants Ampere Computing, LLC and Ampere Computing Employer, LLC will pay a gross settlement amount of $450,000, subject to an escalator clause. The gross settlement amount includes attorney fees of up to one-third of the gross settlement amount (i.e., $150,000); litigation costs not to exceed $25,000; a PAGA allocation of $22,500 (75 percent of which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual PAGA payments); a service payment of up to $5,000; and settlement administration costs up to $7,000. The net settlement amount will be distributed to participating class members on a pro-rata basis according to the number of workweeks they were employed by Defendant. Individual PAGA payments will be distributed according to the number of pay periods worked. The Agreement provides that ILYM Group, Inc.

(“ILYM”) will serve as the neutral entity appointed to administer the settlement. The Court has appointed ILYM as the settlement administrator. The Agreement further provides that any funds from settlement checks remaining uncashed after the void date (180 days after mailing) will be remitted to Child Advocates of Silicon Valley as the intended *cy pres* recipient. The Court has approved the parties’ *cy pres* designation.

In exchange for the settlement, the class members agree to release Defendants and related entities and persons “from any 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.” (Agreement, ¶¶ 1.37, 1.39, 5.3.) Aggrieved Employees are deemed to release Defendant and related entities and persons “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.” (*Id.* at ¶¶ 1.38, 1.39, 5.4.) The release provisions are appropriately tailored to the factual allegations of the FAC. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

On October 21, 2025, Defendant delivered class data to ILYM. (Declaration of Amanda Howard (“Howard Decl.”), ¶ 5.) The Agreement’s escalator clause was triggered due to the number of workweeks, increasing the gross settlement amount from $450,000 to $505,424.48. (*Id.* at ¶ 6.) On November 7, 2025, ILYM mailed the notice to all 89 people on the class list. (*Id.* at ¶ 8.) The deadline to request exclusion, submit a written objection, or submit a dispute was January 6, 2026. (*Ibid.*) As of the date of Ms. Howard’s declaration, January 21, 2026, ILYM had received zero requests for exclusion, zero objections, and zero disputes. (*Id.* at ¶¶ 10-12.) ILYM estimates the average individual class payment will be approximately $3,129. (*Id.* at ¶ 15.) The notice process has now been completed.

At preliminary approval, the Court found the settlement to be fair and reasonable. Given that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the Court finds that the settlement is fair and reasonable for purposes of final approval.

IV. Enhancement Awards, Attorney Fees and Costs

Plaintiff requests an enhancement award of $5,000.

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on

> other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 29837, at *29.)

Plaintiff has submitted a declaration describing his participation in this case. The Court finds that a service award is justified and the amount requested is reasonable. Therefore, the service awards are approved in the amounts requested.

Plaintiff's counsel seeks an attorney fee award of $168,474.83 (one third of the gross settlement amount as increased by the escalator clause). (Motion, pp. 16-24; Declaration of Alexandra Rose in support of final approval ("Rose Decl."), ¶¶ 16, 30-35.) Plaintiffs' counsel submits that the lodestar of fees incurred in this action is $194,069 based on a total of 207.20 hours billed at rates ranging from $750-1,295 per hour. (Rose Decl., ¶ 34.) This results in a negative multiplier, suggesting the requested fee award is reasonable based on the range of multipliers that courts typically approve. (See *Wershba*, supra, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The Court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the amount requested.

Plaintiffs' counsel requests reimbursement of litigation costs in the amount of $22,822.20 and presents an itemized list supporting that figure. (Rose Decl., ¶ 36 and Ex. 4.) The cost request is approved. The settlement administration costs are also approved in the requested amount of $5,950, which is less than the $7,000 maximum set by the agreement. (See Howard Decl., ¶ 18 and Ex. B.)

V. Conclusion

The motion for final approval of the settlement is GRANTED.

A compliance hearing is set for December 2, 2026 at 2:30 p.m. in Department 19.

IT IS SO ORDERED.

Dated: ____________________ ____

Honorable Theodore C. Zayner

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 18, 2026, I served a copy of the following document(s):

- **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *lbautista@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☒ **BY ONLINE SUBMISSION**: The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 18, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista