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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

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
CLASS COUNSEL FEES PAYMENT,
CLASS COUNSEL LITIGATION
EXPENSES PAYMENT, CLASS
REPRESENTATIVE SERVICE PAYMENT,
AND ADMINISTRATION EXPENSES
PAYMENT**

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

**DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL
LITIGATION EXPENSES PAYMENT, CLASS REPRESENTATIVE SERVICE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

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1 7. On August 8, 2024, Aerotek filed a Motion to Compel Arbitration of Plaintiff's
2 Individual PAGA Claims and to Stay Plaintiff's Non-Individual PAGA Claims ("PAGA Motion to
3 Compel Arbitration") and supporting documents in the Action.

4 8. On December 27, 2024, Plaintiff and Ampere Computing, LLC participated in a formal
5 mediation conducted by Peter S. Rukin, Esq. ("Mediator"), a neutral and respected mediator with
6 extensive experience in complex wage and hour matters, and with the assistance of the Mediator's
7 evaluations, an agreement was reached to resolve this dispute on a class and representative basis to
8 which Aerotek agreed. The Parties then worked diligently to negotiate and memorialize the terms in
9 a long form settlement agreement.

10 9. On January 17, 2025, pursuant to the joint stipulation of the Parties, the Court vacated
11 the Class Motion to Compel Arbitration without prejudice.

12 10. On January 22, 2025, pursuant to the joint stipulation of the Parties, the Court vacated
13 the PAGA Motion to Compel Arbitration without prejudice.

14 11. On May 7, 2025, the Parties executed the Class Action and PAGA Settlement
15 Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement
16 Agreement is attached hereto as **Exhibit 1**.

17 12. On May 28, 2025, Plaintiff filed a First Amended Class and Representative Action
18 Complaint ("Operative Complaint") in the Action, which, *inter alia*, added the class claims previously
19 dismissed without prejudice in the Class Action and Ampere Computing Employer, LLC as a named
20 defendant. The Operative Complaint alleges ten (10) causes of action for violations of the California
21 Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide
22 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
23 periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
24 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
25 to reimburse necessary business expenses, for violations of California Business & Professions Code
26 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
27 penalties under PAGA based on the aforementioned California Labor Code violations.

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1 13. On June 16, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
2 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On
3 September 30, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and
4 PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the
5 Settlement Agreement, the Court Approved Notice of Class Action Settlement and Hearing Date for
6 Final Court Approval (“Class Notice”), and the proposed administration procedures and associated
7 deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit**

8 **2.**

9 **Summary of the Terms of the Settlement Agreement**

10 14. By way of the Preliminary Approval Order, the Court certified the following Class for
11 settlement purposes only: “All current and former non-exempt California employees employed
12 directly by Ampere who worked for Ampere during the Class Period, and all Contingent Workers
13 assigned by Aerotek to Ampere in California at any time during the Class Period” (“Class” or “Class
14 Member(s)”). The “Class Period” is defined as the period from March 8, 2020 through September 30,
15 2025. “Contingent Worker(s)” means “all current and former non-exempt California employees of
16 Aerotek who were assigned by Aerotek to Ampere to render services in California to Ampere.” The
17 “Participating Class Members” consist of all Class Members who did not submit a valid and timely
18 Request for Exclusion. The “Aggrieved Employee(s)” consist of “all current and former non-exempt
19 California employees employed directly by Ampere who worked for Ampere during the PAGA
20 Period, and all Contingent Workers assigned by Aerotek to Ampere during the PAGA Period.” The
21 “PAGA Period” is defined as the period from March 8, 2023 through September 30, 2025.

22 15. Based on the data provided by Defendants following preliminary approval and for
23 purposes of administration of the Class Notice, I am informed that there are 89 Participating Class
24 Members who worked for or were assigned to render services to Ampere for 6,046 weeks during the
25 Class Period (“Workweeks”) and 54 Aggrieved Employees who worked for or were assigned to render
26 services to Ampere for 1,887 pay periods during the PAGA Period (“PAGA Pay Periods”).
27 Accordingly, the Escalator Clause of the Settlement Agreement was triggered. Specifically, the
28 number of actual Workweeks (i.e., 6,046) is 12.32% higher than the Workweek threshold in the

Escalator Clause (i.e., 5,383). As a result, the Gross Settlement Amount increased from Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) by 12.32% (or \$55,424.48) to Five Hundred Five Thousand Four Hundred Twenty-Four Dollars and Forty-Eight Cents (\$505,424.48).

16. The escalated Gross Settlement Amount, which is exclusive of employer-side payroll taxes, includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the escalated Gross Settlement Amount, equaling One Hundred Sixty-Eight Thousand Four Hundred Seventy-Four Dollars and Eighty-Three Cents (\$168,474.83); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Two Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents (\$22,822.20); (3) Administration Expenses Payment in the amount Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$5,950.00); (4) Class Representative Service Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Penalties in the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00). After the above Court-approved amounts are deducted from the escalated Gross Settlement Amount, the Participating Class Members will share in a Net Settlement Amount of approximately Two Hundred Eighty Thousand Six Hundred Seventy-Seven Dollars and Forty-Five Cents (\$280,677.45).

17. The Settlement does not require Participating Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Penalties ("Individual PAGA Payment"). Individual Class Payments are calculated by the Administrator by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's total number of Workweeks worked during the Class Period. Individual PAGA Payments are calculated by the Administrator by dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (\$5,625.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's total number of PAGA Pay Periods worked during the PAGA Period.

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18. I am aware from my review of the information provided by the Administrator that the estimated average gross Individual Class Payment is \$3,129.21, the estimated highest gross Individual Class Payment is \$13,404.47, and the estimated lowest gross Individual Class Payment is \$46.06; the estimated average Individual PAGA Payment is \$104.17, the estimated highest Individual PAGA Payment is \$310.02, and the estimated lowest Individual PAGA Payment is \$2.98.

19. Each Individual Class Payment will be allocated as twenty percent (20%) wages (the “Wage Portion”) and eighty percent (80%) interest and penalties (the “Non-Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 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.

20. Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to Child Advocates of Silicon Valley (“Cy Pres Recipient”). The Parties and their counsel have represented that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Notice to the LWDA

21. On May 9, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Informed Arms-Length Negotiations

22. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

1 23. The Parties engaged in extensive informal discovery prior to reaching a settlement.
2 Prior to mediation, Ampere produced all of the putative class members' time and pay data as well as
3 its relevant wage and hour policies, and information regarding the total number of putative class
4 members, the number of current versus former employees, and the total workweeks worked by the
5 putative class members. Further, prior to mediation, Aerotek confirmed that only 5-10 employees
6 were placed at Ampere by Aerotek. This allowed Class Counsel to conduct an informed assessment
7 and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

8 24. Based on the information exchanged, the Parties extensively briefed issues regarding
9 class certification and liability and provided their analyses to the Mediator who helped the Parties
10 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
11 prepared to litigate this matter through class certification and trial if the Parties had been unable to
12 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
13 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
14 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
15 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
16 intelligently in negotiating the Settlement.

17 25. Although the investigation and information discovered supports Plaintiff's contentions,
18 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
19 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
20 the Settlement.

21 26. Class Counsel were aware of Defendants' defenses and arguments and have also taken
22 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
23 inherent in such litigation, including those involved in class and/or representative adjudication.
24 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
25 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
26 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
27 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

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1 27. Defendants denied and continued to deny any liability and wrongdoing of any kind
2 associated with the claims alleged in the Action and further deny that class certification is appropriate
3 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
4 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims.
5 Defendants contended that Plaintiff's claims are not suitable for class certification because individual
6 issues would predominate should this case go to trial. As with all class actions, these complex cases
7 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
8 may deny class certification.

9 28. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
10 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
11 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
12 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
13 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
14 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
15 current employer. On the other hand, Defendants would likely be able to obtain the cooperation of
16 their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
17 would substantially delay any recovery by the Class.

18 29. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
19 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
20 of California and is within the accepted range of recoveries for this type of litigation given the inherent
21 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
22 litigation.

23 ***Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment***

24 30. Class Counsel seeks one-third (1/3) of the escalated Gross Settlement Amount (i.e.,
25 \$168,474.83) for fees for the time spent litigating this matter and reimbursement of actual costs and
26 expenses totaling Twenty-Two Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents
27 (\$22,822.20). The requested fees and costs are fair compensation for undertaking complex, risky,
28 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the

substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment ("Motion for Final Approval") filed concurrently herewith.

31. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Participating Class Members, the State of California, and the Aggrieved Employees as follows: (1) Participating Class Members, the State of California, and the Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

32. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the Aggrieved Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of one-third (1/3) of the escalated Gross Settlement Amount (i.e., \$168,474.83) are reasonable and should be awarded.

33. Blackstone was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past eight-plus years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters. Blackstone has been counsel of record on several class

1 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
2 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
3 matters as follows:

4 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
5 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
6 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
7 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
8 associate and remained employed there from September 2008 through August 2015. During his
9 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
10 employment, corporate, entertainment, and general business litigation matters, though his primary area
11 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
12 those cases, he was the only or primary attorney managing the case and thus obtained extensive
13 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
14 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
15 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
16 motions and pleadings, including dispositive and certification motions; strategized on all cases;
17 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
18 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
19 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
20 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
21 the cases he managed were highly publicized, with articles written about them in the Los Angeles
22 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
23 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
24 which is well within the prevailing rate for attorneys with his experience in this area of practice in
25 Southern California.

26 b. Miriam L. Schimmel is a 29-year litigator who joined Blackstone in June 2022,
27 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
28 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of

1 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
2 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
3 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
4 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
5 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
6 class actions and representative actions pursuant to PAGA, as well as individual actions based on
7 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
8 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
9 employers/businesses. On many of those cases, she was the senior lead attorney managing the
10 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
11 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
12 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
13 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
14 strategized on all cases; participated in and directed communication with class members; attended
15 hearings; led and participated in mediations; coordinated with class action administrators; prepared
16 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
17 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for
18 attorneys with her experience in this area of practice in Southern California.

19 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
20 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
21 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
22 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
23 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
24 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
25 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
26 reasonable based on her education and experience and is in line with the market rate.

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1 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
2 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
3 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
4 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
5 licensed in all federal district courts of California. I have worked on many wage and hour class action
6 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
7 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
8 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
9 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
10 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
11 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
12 in line with the market rate.

13 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
14 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
15 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
16 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
17 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
18 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
19 individual and class action cases. He was most recently recognized as a 2025 Southern California
20 Rising Star by Super Lawyers. His hourly rate of \$675 is reasonable based on his education and
21 experience and is in line with the market rate.

22 34. Class Counsel has spent approximately 207.20 total hours litigating this matter. To
23 date, our total fees incurred amount to \$194,069. Each attorney who worked on this matter engaged
24 in a multitude of tasks, including communicating with the client and defense counsel; investigating
25 the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and
26 joint statements; reviewing documents; preparing for and attending mediation; and facilitating the
27 settlement by negotiating the settlement documents and drafting the motion papers for obtaining
28 settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and

experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	24.20	\$1,295	\$31,339
Miriam L. Schimmel	Senior Counsel	78.40	\$1,075	\$84,280
Joana Fang	Senior Associate	43.20	\$750	\$32,400
Alexandra Rose	Senior Associate	48.30	\$750	\$36,225
Jared C. Osborne	Senior Associate	13.10	\$750	\$9,825

35. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$201,569.

36. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel seeks reimbursement of a total of Twenty-Two Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents (\$22,822.20) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and

1 necessary in the prosecution of this matter.

2 37. The requested award of the Class Counsel Fees Payment and Class Counsel Litigation
3 Expenses Payment was included and set forth clearly in the Class Notice provided to the Class
4 Members.

5 ***Class Representative Service Payment***

6 38. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class
7 Representative Service Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00)
8 to Plaintiff. The requested Class Representative Service Payment is eminently reasonable given the
9 time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of
10 Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to
11 \$20,000.00, although some awards are higher. The Declaration of Plaintiff Sergio Valdez submitted
12 herewith details his work and efforts in bringing and litigating this matter through resolution and
13 supports the requested Class Representative Service Payment. The requested Class Representative
14 Service Payment was also disclosed in the Class Notice provided to the Class Members.

15 ***Administration Expenses Payment***

16 39. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
17 approved, an Administration Expenses Payment not to exceed Seven Thousand Dollars and Zero Cents
18 (\$7,000.00). ILYM Group, Inc., the approved Administrator, provided Class Counsel with its quote
19 stating that its cost to administer the Settlement is Five Thousand Nine Hundred Fifty Dollars and
20 Zero Cents (\$5,950.00).

21 ***Allocation to the LDWA***

22 40. As part of the Settlement, Defendants have agreed to pay Twenty-Two Thousand Five
23 Hundred Dollars and Zero Cents (\$22,500.00) to settle the claims of the Aggrieved Employees brought
24 pursuant to PAGA, of which the payment of Sixteen Thousand Eight Hundred Seventy Five Dollars
25 and Zero Cents (\$16,875.00) (75% of the PAGA Penalties) will be paid to the LDWA for education
26 and enforcement purposes.

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41. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

42. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the escalated Gross Settlement Amount, the proposed method for distribution of the escalated Gross Settlement Amount, the amounts proposed to be paid as the Class Representative Service Payment to Plaintiff, the Administration Expenses Payment to the Administrator, and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information

1 about the Settlement.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true and correct. Executed on February 24, 2026, at Jersey City, New Jersey.

4 

5
6 Alexandra Rose

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sergio Valdez (“Plaintiff”) and defendants Ampere Computing, LLC and Ampere Computing Employer, LLC (together, “Ampere”) and Aerotek, Inc. (“Aerotek”) (collectively, “Defendants”) in connection with a class action complaint (Case No. 24CV432716) and PAGA complaint (Case No. 24CV438808) Plaintiff filed against Defendants. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.” The Defendants deny the allegations in the complaints, deny any failure to comply with the laws identified in the complaints, and deny any and all liability for the causes of action alleged. The Parties wish to avoid the expense of further litigation and agree to resolve the disputed litigation as outlined in this Agreement.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Sergio Valdez v. Ampere Computing, LLC, et al.* initiated on May 10, 2024 and pending in Superior Court of the State of California, County of Santa Clara, Case No. 24CV438808, which will include Plaintiff’s First Amended Complaint, including the putative class action allegations that were previously dismissed in Plaintiff’s lawsuit captioned *Sergio Valdez v. Ampere Computing, LLC, et al.* initiated on March 8, 2024 and pending in the Superior Court of the State of California, County of Santa Clara, Case No. 24CV432716.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means 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.
- 1.5. “Class” or “Class Member(s)” means 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 in California at any time during the Class Period.
- 1.6. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s full name, last-known mailing address, last known telephone number, Social Security number, dates worked during the Class Period and PAGA Period, and any other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means

including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from March 8, 2020 to Preliminary Approval, subject to Paragraph 8.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Contingent Worker(s)” means all current and former non-exempt California employees of Aerotek who were assigned by Aerotek to Ampere to renders services in California to Ampere.
- 1.15. “Court” means the Superior Court of California, County of Santa Clara.
- 1.16. “Defendants” means named Defendants Ampere Computing, LLC and Aerotek, Inc.
- 1.17. “Defense Counsel” means, for Ampere, Mitchell A. Wrosch and Andrew B. Levin of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., and for Aerotek, Michael S. Kun and Kevin D. Sullivan of Epstein Becker & Green, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Approval and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Approval Order and Judgment” means Court’s order granting final approval of the Settlement and entering judgment thereon.
- 1.21. “Gross Settlement Amount” means \$450,000.00 which is the total amount Ampere agrees on behalf of both Defendants Ampere and Aerotek to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class

Period.

- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for or was assigned to render services to Ampere for at least one day during the PAGA Period. Excluded are pay periods where an Aggrieved Employee did not record any time in Defendants' timekeeping system, including vacation and leave weeks.
- 1.29. "PAGA Period" means the period from March 8, 2023 to Preliminary Approval, subject to Paragraph 8.
- 1.30. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.31. "PAGA Notice" means Plaintiff's March 5, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32. "PAGA Penalties" means the total amount of \$22,500.00 allocated to PAGA civil penalties and to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.33. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.34. "Plaintiff" means Sergio Valdez, the named plaintiff in the Action.
- 1.35. "Preliminary Approval" means the date on which the Court enters the Preliminary Approval Order.
- 1.36. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement.
- 1.37. "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.38. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

- 1.39. “Released Parties” means: Defendants and their respective 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.
- 1.40. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the expiration of the Response Deadline.
- 1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Final Approval Order and Judgment.
- 1.43. “Workweek” means any week during which a Class Member worked for or was assigned to render services to Ampere for at least one day during the Class Period. Excluded are weeks where a Class Member did not record any time in Defendants’ timekeeping system, including vacation and leave weeks.

2. RECITALS.

- 2.1. On March 8, 2024, Plaintiff commenced a putative class action by filing a Class Action Complaint (Case No. 24CV432716) alleging causes of action against Defendants for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to timely pay wages during employment; failure to provide accurate itemized wage statements; failure to pay all wages upon separation of employment; failure to reimburse business expenses; and violation of business and professions code §§ 17200, et. seq. On April 25, 2024, pursuant to Plaintiff’s request, the Court dismissed the putative class action claims against Defendants without prejudice. On May 10, 2024, Plaintiff filed a separate PAGA complaint (Case No. 24CV438808) (i.e., the Action) against Defendants alleging one cause of action under PAGA based on similar allegations made in the Class Action Complaint. On August 8, 2024, the Court related the PAGA complaint case to the Class Action Complaint case. As part of this Agreement, Plaintiff and Defendants agree to stipulate to Plaintiff’s filing of a First Amended Class and Representative Action Complaint in the Action reasserting the putative class allegations contained in the Class Action Complaint and adding Ampere Computing Employer, LLC as a named defendant. This First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged. On August 8, 2024, Defendant Aerotek filed a Motion to Compel Arbitration and to Stay Action.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On December 27, 2024, Plaintiff and Ampere participated in an all-day mediation presided over by Peter Rukin which led the issuance of a mediator’s proposal to which Plaintiff and Ampere agreed, and which led to this Agreement to settle the Action.

- 2.4. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.7. As part of this Agreement, Defendant Aerotek agrees to withdraw its Motion to Compel Arbitration and Stay Action without prejudice.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Ampere promises to pay on behalf of Defendants Ampere and Aerotek \$450,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Ampere has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order and Judgment:
 - 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for income taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$150,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full

responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of either of these payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: Individual Class Payments will be calculated 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.
- 3.2.5. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any income taxes owed on their Individual Class Payment.
- 3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$22,500.00 to be paid from the Gross Settlement Amount, with 75% (\$16,875.00) allocated to the LWDA PAGA Payment and 25% (\$5,625.00) allocated to the Individual PAGA Payments.
- 3.2.8. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.9. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Workweeks and PAGA Pay Periods. Based on a review of its records, Ampere estimated there were 80 Class Members employed by Ampere who collectively worked a total of 4,354 Workweeks for Ampere from March 8, 2020 to December 27, 2024 and 13 Class Members employed by Aerotek who worked an estimated 697 Workweeks while assigned to work at Ampere from March 8, 2020 to March 7, 2025, as well as 42 Aggrieved Employees employed by Ampere who worked a total 1,077 bi-monthly PAGA Pay Periods for Ampere from March 8, 2023 to December 27, 2024 and 11 Aggrieved Employees employed by Aerotek who worked an

estimated 340 weekly PAGA Pay Periods while assigned to work at Ampere from March 8, 2023 to March 7, 2025.

- 4.2. Class Data. Not later than 21 days after Preliminary Approval, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Ampere shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 7 days after Ampere funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.6. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, as requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.
- 4.7. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the

Administrator shall transmit the funds represented by such checks to Child Advocates of Silicon Valley ("Cy Pres Recipient") consistent with California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

- 4.8. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Upon the Effective Date and full funding of the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. To the extent not already covered by other past settlements, Plaintiff, individually, and on behalf of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges the Released Parties from all claims, transactions, or occurrences arising out of Plaintiff's employment with Aerotek and assignment at Ampere that occurred prior to the date of execution of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, PAGA Notice, or ascertained during the Action and released under 5.3, below; and (c) all claims, demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or unknown, as a result of actions or omissions by the Released Parties arising out of, or in any way related to, Plaintiff's employment and/or separation with Defendants, including, without limitation, claims for negligent or intentional tortious conduct, express or implied contract, covenants of fair dealing and good faith, wrongful discharge, unpaid wages, unlawful discrimination, harassment, or failure to accommodate and any other claims related to the terms and conditions of employment including under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Americans with Disabilities Act, the Pregnancy Discrimination Act, the Worker Adjustment Retraining and Notification Act, the Equal Pay Act, 42 U.S.C. § 1395y(b)(3)(A) et seq., the Fair Labor Standards Act, the National Labor Relations Act, the California Family Rights Act, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, the Ralph Civil Rights Act, the California Fair Chance Act, the California Fair Pay Act, the California Healthy Workplaces, Healthy Families Act, the California CROWN Act, the California Labor Code, the California Private Attorneys' General Act, and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or regulation, or other public policy, contract, tort, or common law theory, and any statutory or common law principle allowing for the recovery of attorneys' fees, costs, or other expenses ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Additionally, nothing in the Plaintiff's Release shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination, or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendants, or on the part of the agents or employees of Defendants, when Plaintiff has been required or requested to attend such a proceeding pursuant to

a court order, subpoena, or written request from an administrative agency or the legislature, or shall prevent Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state, or local agency charged with the enforcement of any laws, including providing documents or any other information, or limit Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing the Agreement Plaintiff is waiving rights to individual relief in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not Defendants) for information provided to the government agency or where otherwise prohibited. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.3. Release by Participating Class Members:

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 were assigned to work at Ampere.

Except as set forth in Paragraph 5.4 of this Agreement, 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 in this Agreement.

5.4. Release by Aggrieved Employees:

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 claims 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 were assigned to work at Ampere.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current guidelines for motions for preliminary approval.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval and will use best efforts to file the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement, or through further discussions with the Mediator Peter Rukin. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the original Response Deadline for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in a good faith effort to determine whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later

than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, mailing address, and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims and are eligible for an Individual PAGA Payment.

- 7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the

Administrator's determination of the challenges.

7.7. Objections to the Class Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by email or mail not later than the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website (or maintain and use a portion of its existing website) to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, any motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, and the Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to

its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections, the number of challenges to Workweeks and/or PAGA Pay Periods, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5. Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. If the number of Workweeks between March 8, 2020 and Preliminary Approval exceeds 4,894 by more than 10% (i.e., greater than 5,383), the Gross Settlement Amount will increase in proportion to the increase in the number of Workweeks above 5,383. However, Ampere shall also maintain the right to end the Class Period and PAGA Period if the number of Workweeks exceeds 4,894 by 20% (i.e. 5,872). If Ampere exercises such right, the Gross Settlement Amount will also increase by 10%, to \$495,000.00.

9. AMPERE'S RIGHT TO TERMINATE SETTLEMENT. In the event that more than 10% of Class Members submit valid and timely Requests for Exclusion, Ampere may, in its sole discretion, revoke the Agreement. Ampere must exercise this right of revocation in writing that is provided to Class Counsel within 10 business days of the date that the Administrator notifies the Parties that more than 10% of the Class Members have submitted valid and timely Requests for Exclusion. If Ampere exercises this right, it shall be responsible for the reasonable costs incurred by the Administrator through that date.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), and a proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Defendants and Class Counsel shall jointly stipulate on the proposed Final Approval Order and Judgment prior to submission to the Court.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of releases to be granted by Participating Class Members and Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Approval Order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Final Approval Order and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Final Approval Order and Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in the Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Final Approval Order and Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Final Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Approval Order and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Final Approval Order and Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of releases to be granted by Participating Class Members and Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of the Final Approval Order and Judgment, sharing, on a 50-50 basis, any additional Administrator expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Final Approval Order and Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit, that Defendants have any liability for any claims asserted, or that Defendants operate as joint employers of one another; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant preliminary approval, final approval, or enter the Final Approval Order and Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. No Solicitation. The Parties separately agree that they and their respective counsel will not directly or indirectly solicit, or encourage any third parties to directly or indirectly solicit, any Class Member to opt out of or object to the Settlement, or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members regarding the Settlement in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator Peter Rukin and/or the Court for resolution.
- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.
- 12.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Additionally, Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, including the mediator's proposal, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff and Class Counsel will not issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in the Action, the venue/case number of the Action, and any other publicly available information regarding the Settlement for such purposes. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.
- 12.13. Headings. The descriptive heading of any Section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.15. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: **Blackstone Law, APC**
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
8383 Wilshire Blvd., Ste. 745
Beverly Hills, California 90211
jgenish@blackstonepc.com
mschimmel@blackstonepc.com
jfang@blackstonepc.com
arose@blackstonepc.com
josborne@blackstonepc.com

To Ampere: **Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**
Mitchell A. Wrosch
Park Tower
965 Town Center Dr., Ste. 1500
Costa Mesa, California 92626
mitchell.wrosch@ogletree.com

Andrew B. Levin
2415 E. Camelback Road, Ste. 800
Phoenix, Arizona 85016
andy.levin@ogletree.com

To Aerotek: **Epstein Becker & Green, P.C.**
Michael S. Kun
Kevin D. Sullivan
1925 Century Park East, Suite 500
Los Angeles, California 90067
mkun@ebglaw.com
ksullivan@eblaw.com

- 12.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed (including with respect to CCP section 583.330), except to effectuate the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Date: April 05/07/2025, 2025

PLAINTIFF

Sergio Valdez

Sergio Valdez

Date: April 11, 2025

DEFENDANT

Signed by: **ig, LLC**

Patrick J. Duffy

58689BB85A664C2...

By: Senior Director, Employment & Labor Law

Date: April 11, 2025

DEFENDANT

Ampere Computing Employer, LLC

Signed by:

Patrick J. Duffy

58689BB85A664C2...

By: Senior Director, Employment & Labor Law

Date: May 6, 2025

DEFENDANT

Aerotek, Inc.

Cianna Mejia

By: Cianna Mejia

APPROVED AS TO FORM ONLY:

Date: May 7, 2025

BLACKSTONE LAW, APC

Attorneys for Plaintiff

[Signature]

Jonathan M. Genish

Miriam L. Schimmel

Joana Fang

Alexandra Rose

Jared C. Osborne

May
Date: April 2, 2025

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Attorneys for Ampere

[Signature]

Mitchell A. Wrosch

Andrew B. Levin

Date: May 6, 2025

EPSTEIN BECKER & GREEN P.C.

Attorneys for Defendant Aerotek

[Signature]

Michael S. Kun

Kevin D. Sullivan

EXHIBIT A

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** [redacted] **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** [redacted] **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.

EXHIBIT 2

Miriam L. Schimmel (State Bar No. 185089)
mschimmelblackstonepc.com

Joana Fang (State Bar No. 309623)

jfang@blackstonepc.com

Alexandra Rose (State Bar No. 329407)

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Beverly Hills, California 90211

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Attorneys for Plaintiff Sergio Valdez

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] 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

1 **[REVISÉD PROPOSED] ORDER**

2 The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner
3 on September 17, 2025, at 1:30 p.m. in Department 19. No party contested the tentative ruling;
4 therefore; the Court orders that the tentative ruling be adopted as the order of the court, as follows:

5 **I. Introduction**

6 This is a putative class and representative action arising from alleged wage and hour
7 violations. Plaintiff Sergio Valdez began this action on May 10, 2024 by filing a Complaint against
8 defendants Ampere Computing, LLC and Aerotek, Inc. (“Aerotek”), asserting a sole cause of action
9 for violation of Labor Code section 2699, et seq., the Private Attorneys General Act (“PAGA”).

10 On May 28, 2025, Plaintiff filed the operative First Amended Class Action Complaint
11 (“FAC”) against defendants Ampere Computing, LLC, Ampere Computing Employer, LLC, and
12 Aerotek (collectively, “Defendants”), asserting causes of action for: (1) minimum wages;
13 (2) unpaid overtime; (3) meal break violations; (4) rest break violations; (5) wages not timely paid
14 during employment; (6) wage statement violations; (7) untimely final wages; (8) failure to
15 reimburse necessary business expenses; (9) violation of Business and Professions Code section
16 17200, et seq.; and (10) violation of PAGA.

17 The parties have reached a settlement, and Plaintiffs now move for preliminary approval
18 of the settlement. The motion is unopposed.

19 **II. Legal Standard for Settlement Agreements**

20 **A. Class Action**

21 Generally, “questions whether a [class action] settlement was fair and reasonable, whether
22 notice to the class was adequate, whether certification of the class was proper, and whether the
23 attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba*
24 *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 (1)(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

1 Workforce Development Agency (LWDA), leaving the remaining twenty- five percent for the
2 aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380,
3 overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

4 Like its review of class action settlements, the Court must “determine independently whether
5 a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA in
6 the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.)
7 It must make this assessment “in view of PAGA’s purposes to
8 remediate present labor law violations, deter future ones, and to maximize enforcement of state
9 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
10 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA [should]
11 be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public
12”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016)
13 201 F.Supp.3d 1110 (*O’Connor*).)

14 The settlement must be reasonable considering the potential verdict value. (See *O’Connor*,
15 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].)
16 But a permissible settlement may be substantially discounted, given that courts often exercise their
17 discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at
18 trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL
19 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

20 **II. Discussion**

21 **A. Provisions of the Settlement**

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

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

26 (Declaration of Alexandra Rose (“Rose Decl.”), Ex. 3 (“Agreement”), ¶ 1.5.) The “Class Period” is
27 defined as March 8, 2020 to Preliminary Approval, subject to the escalator clause at Paragraph 8. (*Id.*
28 at ¶¶ 1.11, 8.) The settlement includes a subset PAGA class of Aggrieved

1 Employees, defined as, “all current and former non-exempt California employees employed
2 directly by Ampere who worked for Ampere during the PAGA Period, and all Contingent Workers
3 assigned by Aerotek to Ampere during the PAGA Period.” (*Id.* at ¶ 1.4.) The “PAGA Period” is
4 defined as, the period from March 8, 2023 to Preliminary Approval, subject to the escalator clause
5 at Paragraph 8. (*Id.* at ¶ 1.29.)

6 Defendant will pay a gross settlement amount of \$450,000. The gross settlement amount
7 includes attorney fees of up to one-third of the gross settlement amount (i.e.,
8 \$150,000); litigation costs not to exceed \$25,000; a PAGA allocation of \$22,500 (75 percent of which
9 will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual
10 PAGA payments); a service payment of up to \$5,000; and settlement administration costs up to
11 \$7,000. The net settlement amount will be distributed to participating class members on a pro-rata
12 basis according to the number of workweeks they were employed by Defendant. Individual PAGA
13 payments will be distributed according to the number of pay periods worked. The Agreement provides
14 that ILYM Group, Inc. (“ILYM”) will serve as the neutral entity appointed to administer the
15 settlement. The Court approves and appoints ILYM as the settlement administrator.

16 The Agreement further provides that any funds from settlement checks remaining uncashed
17 after the void date (180 days after mailing) will be remitted to Child Advocates of Silicon Valley as
18 the intended *cy pres* recipient. This is in accordance with Code of Civil Procedure section 384, which
19 mandates that unclaimed or abandoned class members’ funds be given to “nonprofit organizations or
20 foundations to support projects that will benefit the class or similarly situated persons, or that promote
21 the law consistent with the objectives and purposes of the underlying cause of action, to child
22 advocacy programs, or to nonprofit organizations providing civil legal services to the indigent.” The
23 Court approves the parties’ *cy pres* designation.

24 In exchange for the settlement, the class members agree to release Defendants and related
25 entities and persons “from all and causes of action that were alleged, or reasonably could have been
26 alleged, based on the factual allegations in the Operative Complaint, arising
27 during the Class Period.” (Agreement, ¶¶ 1.37, 1.39, 5.3.) Aggrieved Employees are deemed to release
28 Defendant and related entities and persons “all claims for PAGA penalties that were alleged, or

1 reasonably could have been alleged, based on the factual allegations in the Operative Complaint and
2 PAGA Notice, arising during the PAGA Period.” (*Id.* at ¶¶ 1.38, 1.39, 5.4.) The release provisions are
3 appropriately tailored to the factual allegations of the FAC. (See *Amaro v. Anaheim Arena Management,*
4 *LLC* (2021) 69 Cal.App.5th 521, 538.)

5 **B. Fairness of the Settlement**

6 Plaintiff contends the Agreement meets the standards for preliminary approval. (Motion, pp.
7 10-15.) Plaintiff’s counsel states the parties participated in mediation with Peter S. Rukin, Esq. (Rose
8 Decl., ¶ 15.) Plaintiff’s counsel explains that the settlement is the product of informed, arms-length
9 negotiations, and the parties engaged in extensive informal discovery. (*Id.* at ¶¶ 29-32.) Plaintiff’s
10 counsel estimates Defendants’ maximum exposure to be approximately \$1,843,352, including PAGA
11 penalties, and provides a breakdown of this amount by claim. (*Id.* at ¶ 33.)

12 The gross settlement amount of \$450,000 represents approximately 24.4 percent of
13 Defendants’ estimated total maximum exposure. Therefore, the proposed settlement amount is within
14 the general range of percentage recoveries that California courts have found to be reasonable. (See
15 *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062- DAD-EPG) 2022
16 U.S.Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent
17 of the maximum potential exposure].)

18 The Court has reviewed Plaintiff’s written submissions and is satisfied that the
19 settlement is fair and may be approved.

20 **C. Service Award, Fees and Costs**

21 Plaintiff requests a service award of \$5,000.

22 The rationale for making enhancement or incentive awards to named plaintiffs is that
23 they should be compensated for the expense or risk they have incurred in conferring
24 a benefit on other members of the class. An incentive award is appropriate if it is
25 necessary to induce an individual to participate in the suit. Criteria courts may
26 consider in determining whether to make an incentive award include: 1) the risk to
27 the class representative in commencing suit, both financial and otherwise; 2) the
28 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.

1
2 (Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394-1395, internal
3 punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff
4 undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v.*
5 *Specialty's Café* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 29837, at *29.)

6 Plaintiff has provided declarations generally describing his participation in this action and the
7 risk he undertook in pursuing it. The Court makes preliminary findings that a service award is
8 justified, and the amount requested is reasonable. The Court will issue its final determination
9 regarding the service award at the time of final approval of the settlement.

10 The Court also has an independent right and responsibility to review the requested attorney fees
11 and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular*
12 *Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiff's counsel will seek attorney fees of up
13 to one-third of the gross settlement amount (i.e., \$150,000). Prior to
14 the final approval hearing, Plaintiff's counsel shall submit lodestar information (including hourly
15 rate and hours worked) as well as evidence of actual litigation costs incurred and settlement
16 administration costs.

17 **D. Conditional Certification of Class**

18 Plaintiff requests that the class be conditionally certified for purposes of the settlement.
19 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order
20 approving or denying certification of a provisional settlement class after [a] preliminary
21 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class
22 "when the question is one of a common or general interest, of many persons, or when
23 the parties are numerous, and it is impracticable to bring them all before the court " As
24 interpreted by the California Supreme Court, section 382 requires: (1) an ascertainable class; and (2)
25 a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v.*
26 *Superior Court* (2004) 34 Cal.4th 319, 326 (*Sav-On*).

27 The "community-of-interest" requirement encompasses three factors: (1) predominant
28 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and,

(3) class representatives who can adequately represent the class. (*Sav-On, supra*, 34 Cal.4th at p. 326.) “Other relevant considerations include the probability that each classmember will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield “substantial benefits” to both “the litigants and to the court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.) As explained by the California Supreme Court,

The certification question is essentially a procedural one that does not ask whether an action is legally or factually meritorious. A trial court ruling on a certification motion determines whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.

(*Sav-On, supra*, 34 Cal.4th at p. 326, internal punctuation and citations omitted.)

Plaintiff states there are approximately 93 class members, who can be identified from a review of Defendants’ records. (Rose Decl., ¶ 20.) There are common questions regarding whether class members were subjected to common practices that violated wage and hour laws. No issue has been raised regarding the typicality or adequacy of Plaintiff as class representative. Therefore, the Court finds that the proposed class should be conditionally certified for settlement purposes.

E. Class Notice

The content of a class notice is subject to court approval. “If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court.” (Cal. Rules of Court, rule 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class

1 members who do not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of
2 Court, rule 3.766(e).)

3 Here, the form of the notice is generally adequate. It describes the lawsuit, explains the
4 settlement, and states the settlement amounts, including attorney fees and payment to the named
5 plaintiff. The notice informs class members that they may appear at the final fairness hearing to make
6 an oral objection without filing a written objection.

7 However, the second page of the notice is misleading in that it suggests that recipients have
8 only two basic options under the settlement: do nothing or opt-out. This portion of the notice must
9 be modified to clarify that recipients have the option to object. Also, Section 7 of the notice must be
10 modified to remove the requirement that a class member objecting to the settlement must provide
11 their personal telephone number and email address along with any written objection.

12 On the condition that the parties make the above changes to the notice prior to its
13 mailing, the notice is approved.

14 **IV. Conclusion**

15 The motion for preliminary approval of the settlement is GRANTED.

16 Final approval hearing is set for March 18, 2026 at 2:30 p.m. in Department 19. Plaintiff
17 shall prepare the order in accordance with California Rules of Court, rule
18 3.1312.

19 Case Management Conference at 2:30 p.m. is VACATED.

20 **IT IS SO ORDERED.**

21 Dated: September 30, 2025

22 
23 _____
24 Honorable Theodore C. Zayner
25 Judge of the Superior Court
26
27
28

EXHIBIT 3

- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in

final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior

Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case

No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
Valdez v. Ampere Computing, LLC, et al.			
2/8/2024	Other	Wizzy Marketing	\$241.20
2/14/2024	Mailing	Welcome Pkg	\$1.63
2/15/2024	Mailing	Records Request to Ampere Computing, LLC	\$8.69
2/15/2024	Mailing	Records Request to Agent for Ampere Computing, LLC	\$8.69
3/5/2024	Filing	LWDA: PAGA Notice	\$75.00
3/6/2024	Mailing	PAGA Letter to Agent for Ampere Computing, LLC	\$8.69
3/6/2024	Mailing	PAGA Letter to Ampere Computing Employer LLC	\$8.69
3/6/2024	Mailing	PAGA Letter to Aerotek, Inc.	\$8.69
3/6/2024	Mailing	PAGA Letter to Agent for Aerotek, Inc.	\$8.69
3/7/2024	Mailing	Records Request to Aerotek, Inc.	\$8.69
3/7/2024	Mailing	Records Request to Agent for Aerotek, Inc.	\$8.69
3/8/2024	Filing	Steno: Class Action Complaint & Initiating Documents	\$1,997.20
3/8/2024	Filing	Steno: Notice of Posting of Jury Fees	\$262.45
3/25/2024	Filing/Service	Steno: Personal Service of Class Action Complaint & Initiating Documents/Filing of POS of Summons (Aerotek)	\$195.95
3/26/2024	Filing/Service	Steno: Personal Service of Class Action Complaint & Initiating Documents/Filing of POS of Summons (Ampere)	\$195.95
4/18/2024	Filing	Steno: Request for Dismissal of Class Claims Only/Decl./PO (Rejected)	\$59.95
4/23/2024	Filing	Steno: Request for Dismissal of Class Claims Only/Decl./PO	\$59.95
5/10/2024	Filing	Steno: Filing of PAGA Complaint & Initiating Documents	\$1,997.20
5/31/2024	Filing/Service	Steno: Personal Service of PAGA Complaint & Initiating Documents/Filing of POS of Summons (Aerotek)	\$189.95
6/3/2024	Filing	Steno: Notice and Acknowledgment of Receipt (Ampere)	\$59.95
7/26/2024	Filing	Steno: Joint CMC Statement	\$99.95
10/25/2024	Filing	Steno: Joint CMC Statement	\$59.95
12/30/2024	Mediation	Mediation with Peter Rukin	\$7,000.00
1/24/2025	Other	Berger Consulting Group, LLC	\$9,295.00
5/22/2025	Filing	Steno: Joint Stipulation to Amend Complaint	\$59.95
5/28/2025	Filing	Steno: First Amended Complaint	\$59.95
6/11/2025	Filing	Steno: Joint CMC Statement	\$59.95
6/16/2025	Filing	Steno: Motion for Preliminary Approval ("MPA") and Supporting Documents	\$140.95
9/10/2025	Filing	Steno: Notice of Remote Appearance (Class)	\$59.95
9/10/2025	Filing	Steno: Notice of Remote Appearance (PAGA)	\$59.95
9/11/2025	Filing	Steno: Joint CMC Statement (Class)	\$99.95
9/11/2025	Filing	Steno: Joint CMC Statement (PAGA)	\$99.95
10/1/2025	Filing	Steno: [Revised Proposed] Order Granting MPA	\$59.95
10/3/2025	Filing	Steno: Notice of Entry of Judgment or Order (MPA)	\$59.95
	Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$59.95
TOTAL:			\$22,822.20