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

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

Plaintiff,

vs.

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

Defendants.

Case No. 24CV438808

Honorable Theodore C. Zayner
Department 19

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

Date: March 18, 2026
Time: 1:30 p.m.
Dept.: 19

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

1 Plaintiff Sergio Valdez’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
3 Representative Service Payment, and Administration Expenses Payment came before this Court on
4 **March 18, 2026 at 1:30 p.m.** before the Honorable Theodore C. Zayner in Department 19 of the
5 above-captioned Court located at 161 North First Street, San Jose, California 95113.

6 Having received and considered the Class Action and PAGA Settlement Agreement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
9 Representative Service Payment, and Administration Expenses Payment, the supporting papers filed
10 by the Parties, the Declarations of Class Counsel (Alexandra Rose), the Class Representative (Sergio
11 Valdez), and the Administrator (Amanda Howard on behalf of ILYM Group, Inc.), and the evidence
12 and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
13 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
14 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants Ampere Computing, LLC, Ampere Computing Employer, LLC
17 (together, “Ampere”) and Aerotek, Inc. (“Aerotek”) (collectively, “Defendants”) (collectively, with
18 Plaintiff, the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former non-exempt California employees employed directly by
21 Ampere who worked for Ampere during the Class Period, and all Contingent Workers assigned by
22 Aerotek to Ampere in California at any time during the Class Period.” The “Class Period” is defined
23 as the period from March 8, 2020 through September 30, 2025.

24 3. The Court appoints Plaintiff Sergio Valdez as the Class Representative for settlement
25 purposes only.

26 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
27 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
2 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
3 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
4 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
5 constitutes the best notice practicable under the circumstances, by providing individual notice to all
6 Class Members who could be identified through reasonable effort, and by providing due and adequate
7 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
8 Notice fully satisfied the requirements of due process.

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

14 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
15 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
16 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
18 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
19 by or against Defendants or any of the other Released Parties.

20 8. The Court finds that no Class Members have validly and timely opted out of the Class
21 Settlement and no Participating Class Members have objected to the Class Settlement.

22 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
23 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
24 the escalated Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the
25 amount of \$5,000.00.

26 10. The Court approves the payments from the escalated Gross Settlement Amount of
27 attorneys’ fees to Class Counsel in the sum of \$168,474.83 and reimbursement of actual litigation
28 costs and expenses to Class Counsel in the sum of \$22,822.20. The attorneys’ fees and reimbursement

of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the escalated Gross Settlement Amount in the amount of \$5,950.00 to ILYM Group, Inc. for performance of settlement administration services.

12. The Court approves and orders payment in the amount of \$16,875.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that no later than twenty-one (21) calendar days after the Effective Date, Ampere will deposit the escalated Gross Settlement Amount (i.e., \$505,424.48) and the amounts necessary to full pay Defendants’ share of payroll taxes into an account established by the Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that no later than seven (7) calendar days after Ampere funds the Gross Settlement Amount, the Administrator will distribute the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, LWDA PAGA Payment to the LWDA, and Administration Expenses Payment to itself.

15. 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, will be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to Child Advocates of Silicon Valley consistent with California Code of Civil Procedure Section 384, subd. (b).

16. Upon the Effective Date and full funding of the entire escalated Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 for 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 the Settlement Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of this Order and Judgment, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in the Settlement Agreement.

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1 17. Upon the Effective Date and full funding of the entire escalated Gross Settlement
2 Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
3 Aggrieved Employees, on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released
5 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
6 based on the factual allegations in the Operative Complaint and PAGA Notice, arising during the
7 PAGA Period, including, but not limited to, all of the following PAGA claims for: (a) failure to pay
8 all wages (including, but not limited to, overtime and minimum wages); (b) failure to provide
9 compliant meal and rest periods and associated premium payments; (c) failure to reimburse necessary
10 business-related expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure
11 to timely pay all wages owed upon termination of employment; (f) failure to timely pay all wages
12 owed during employment; (g) failure to maintain accurate payroll records; (h) any other claims or
13 penalties under the wage and hour laws or primary rights asserted in the Operative Complaint and
14 PAGA Notice; and (h) all penalties, interest, and other amounts recoverable under said claims under
15 the law, to the extent permissible, including but not limited to the California Labor Code and the
16 applicable Wage Orders as to the facts alleged in the Operative Complaint and PAGA Notice
17 (collectively, the “Released PAGA Claims”). Notwithstanding the above, only those Aggrieved
18 Employees who were employed by Aerotek release the Released Parties from the Released PAGA
19 Claims for the time period that they were assigned to work at Ampere.

20 18. Upon the Effective Date and full funding of the entire escalated Gross Settlement
21 Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, to
22 the extent not already covered by other past settlements, Plaintiff, individually, and on behalf of his
23 respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
24 successors, and assigns generally, releases and discharges the Released Parties from all claims,
25 transactions, or occurrences arising out of Plaintiff’s employment with Aerotek and assignment at
26 Ampere that occurred prior to the date of execution of the Settlement Agreement, including, but not
27 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
28 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have

1 been, alleged based on facts contained in the Operative Complaint, PAGA Notice, or ascertained
2 during the Action and released under Paragraph 5.3 of the Settlement Agreement; and (c) all claims,
3 demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every
4 nature whatsoever, known or unknown, as a result of actions or omissions by the Released Parties
5 arising out of, or in any way related to, Plaintiff's employment and/or separation with Defendants,
6 including, without limitation, claims for negligent or intentional tortious conduct, express or implied
7 contract, covenants of fair dealing and good faith, wrongful discharge, unpaid wages, unlawful
8 discrimination, harassment, or failure to accommodate and any other claims related to the terms and
9 conditions of employment including under Title VII of the Civil Rights Act of 1964, the Civil Rights
10 Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee
11 Retirement Income Security Act, the Age Discrimination in Employment Act, the Family Medical
12 Leave Act, the Americans with Disabilities Act, the Pregnancy Discrimination Act, the Worker
13 Adjustment Retraining and Notification Act, the Equal Pay Act, 42 U.S.C. § 1395y(b)(3)(A) et seq.,
14 the Fair Labor Standards Act, the National Labor Relations Act, the California Family Rights Act, the
15 California Fair Employment and Housing Act, the Unruh Civil Rights Act, the Ralph Civil Rights Act,
16 the California Fair Chance Act, the California Fair Pay Act, the California Healthy Workplaces,
17 Healthy Families Act, the California CROWN Act, the California Labor Code, the California Private
18 Attorneys' General Act, and any amendments to the foregoing, or any other federal, state or local
19 statute, rule, ordinance, or regulation, or other public policy, contract, tort, or common law theory, and
20 any statutory or common law principle allowing for the recovery of attorneys' fees, costs, or other
21 expenses ("Plaintiff's Release"). The Plaintiff's Release does not extend to any claims or actions to
22 enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits,
23 disability benefits, social security benefits, or workers' compensation benefits that arose at any time.
24 Additionally, nothing in the Plaintiff's Release shall be construed to prevent the disclosure of factual
25 information related to any acts of sexual assault, sexual harassment, workplace harassment or
26 discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation
27 against a person for reporting harassment or discrimination, or waives Plaintiff's right to testify in an
28 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 Settlement 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. 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.

19. "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.

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1 20. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
3 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 Settlement and the determination of all controversies relating thereto.

5 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
6 posting a copy of this Order and Judgment on the Administrator's website for a period of at least sixty
7 (60) calendar days after the date of entry of this Order and Judgment.

8 22. A Compliance Hearing is set for _____ at _____
9 in Department 19 of this Court located at 161 North First Street, San Jose, California 95113. The
10 Administrator shall file a Final Report no later than ten (10) court days prior to the Compliance
11 Hearing.

12 **IT IS SO ORDERED.**

13 Dated: _____

Honorable Theodore C. Zayner