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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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

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

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I, Alexandra Rose, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Sergio Valdez (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Shimmel is a 28-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. I joined Blackstone Law, APC, a highly reputable employment law firm. I graduated
9 from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
10 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
11 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
12 licensed in all federal district courts of California. I have worked on many wage and hour class action
13 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
14 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
15 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
16 appearances.

17 7. Jared C. Osborne joined Blackstone Law, APC also from a highly reputable
18 employment law firm. He graduated from New York University with a Bachelor of Arts degree in
19 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor
20 degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law
21 Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in
22 February 2021. Since his admittance, he has worked exclusively as a plaintiff's side employment
23 attorney handling both individual and class action cases. He was most recently recognized as a 2025
24 Southern California Rising Star by Super Lawyers.

25 8. Blackstone Law, APC, has been counsel of record on several class action and PAGA
26 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

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Procedural History

9. On March 5, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Ampere Computing, LLC, Ampere Computing Employer, LLC (together, “Ampere”) and Aerotek, Inc. (“Aerotek”) (collectively, “Defendants”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2.**

10. On March 8, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court Case No. 24CV432716 (“Class Action”), thereby commencing a putative class action against Defendants Ampere Computing, LLC and Aerotek.

11. On April 25, 2024, pursuant to Plaintiff’s request, the Court dismissed the putative class action claims against Defendants Ampere Computing, LLC and Aerotek without prejudice.

12. On May 10, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2699 *et seq.* in the action entitled *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court Case No. 24CV438808 (“Action”), thereby commencing a representative action under PAGA against Defendants Ampere Computing, LLC and Aerotek.

13. On August 8, 2024, Aerotek filed a Motion to Compel Arbitration and to Stay Action (“Class Motion to Compel Arbitration”) and supporting documents in the Class Action.

14. On August 8, 2024, Aerotek filed a Motion to Compel Arbitration of Plaintiff’s Individual PAGA Claims and to Stay Plaintiff’s Non-Individual PAGA Claims (“PAGA Motion to Compel Arbitration”) and supporting documents in the PAGA Action.

15. On December 27, 2024, Plaintiff and Ampere Computing, LLC participated in a formal mediation conducted by Peter S. Rukin, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, an agreement was reached to resolve this dispute on a class and representative basis to

1 which Aerotek agreed. The Parties then worked diligently to negotiate and memorialize the terms in
2 a long form settlement agreement.

3 16. On January 17, 2025, pursuant to the joint stipulation of the Parties, the Court vacated
4 the Class Motion to Compel Arbitration without prejudice.

5 17. On January 22, 2025, pursuant to the joint stipulation of the Parties, the Court vacated
6 the PAGA Motion to Compel Arbitration without prejudice.

7 18. On May 7, 2025, the Parties executed the Class Action and PAGA Settlement
8 Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
9 Agreement is attached hereto as **Exhibit 3**.

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

21 **Summary of the Terms of the Settlement Agreement**

22 20. For purposes of settlement only, the Parties have agreed that the Class shall be defined
23 as “all current and former non-exempt California employees employed directly by Ampere who
24 worked for Ampere during the Class Period, and all Contingent Workers assigned by Aerotek to
25 Ampere in California at any time during the Class Period” (“Class Member(s)” or “Class”). The Class
26 Period is defined as the period from March 8, 2020 through the date on which the Court enters the
27 preliminary approval order, subject to Paragraph 8 of the Settlement Agreement. “Contingent
28 Worker(s)” means “all current and former non-exempt California employees of Aerotek who were

1 assigned by Aerotek to Ampere to render services in California to Ampere.” “Workweek” means any
2 week during which a Class Member worked for or was assigned to render services to Ampere for at
3 least one day during the Class Period. Excluded are weeks where a Class Member did not record any
4 time in Defendants’ timekeeping system, including vacation and leave weeks. Based on information
5 provided by Defendants, it is estimated that there are a total of eighty (80) Class Members employed
6 by Ampere who collectively worked a total of four thousand three hundred and fifty-four (4,354)
7 Workweeks for Ampere from March 8, 2020 to December 27, 2024 and thirteen (13) Class Members
8 employed by Aerotek who worked an estimated six hundred and ninety-seven (697) Workweeks while
9 assigned to work at Ampere from March 8, 2020 to March 7, 2025.

10 21. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
11 Complaint for a non-reversionary Gross Settlement Amount of Four Hundred Fifty Thousand Dollars
12 and Zero Cents (\$450,000.00), exclusive of employer-side payroll taxes. The Gross Settlement
13 Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The
14 Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the
15 Gross Settlement Amount (i.e., \$150,000.00 if the Gross Settlement Amount is \$450,000.00); (2) Class
16 Counsel’s actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and Zero
17 Cents (\$25,000.00); (3) Administration Expenses Payment, not to exceed Seven Thousand Dollars and
18 Zero Cents (\$7,000.00); (4) Class Representative Service Payment in the amount of not more than
19 Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Penalties in the amount of Twenty-
20 Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00). After the above-estimated
21 amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be
22 available for Class Members is currently estimated to be Two Hundred Forty Thousand Five Hundred
23 Dollars and Zero Cents (\$240,500.00).

24 22. Twenty-five percent (25%) of the PAGA Penalties, which is \$5,625.00 out of
25 \$22,500.00, will be fully distributed to “all current and former non-exempt California employees
26 employed directly by Ampere who worked for Ampere during the PAGA Period, and all Contingent
27 Workers assigned by Aerotek to Ampere during the PAGA Period” (“Aggrieved Employees”). The
28 “PAGA Period” is defined as the period from March 8, 2023 through the date on which the Court

1 enters the preliminary approval order, subject to Paragraph 8 of the Settlement Agreement. “PAGA
2 Pay Period” means any pay period during which an Aggrieved Employee worked for or was assigned
3 to render services to Ampere for at least one day during the PAGA Period. Excluded are pay periods
4 where an Aggrieved Employee did not record any time in Defendants’ timekeeping system, including
5 vacation and leave weeks. Based on information provided by Defendants, it is estimated that there are
6 a total of forty-two (42) Aggrieved Employees employed by Ampere who worked a total of 1,077 bi-
7 monthly PAGA Pay Periods for Ampere from March 8, 2023 to December 27, 2024 and eleven (11)
8 Aggrieved Employees employed by Aerotek who worked an estimated three hundred and forty (340)
9 weekly PAGA Pay Periods while assigned to work at Ampere from March 8, 2023 to March 7, 2025.

10 23. If the number of Workweeks between March 8, 2020 and the date on which the Court
11 enters the preliminary approval order exceeds 4,894 by more than 10% (i.e., greater than 5,383), the
12 Gross Settlement Amount will increase in proportion to the increase in the number of Workweeks
13 above 5,383. However, Ampere shall also maintain the right to end the Class Period and PAGA Period
14 if the number of Workweeks exceeds 4,894 by 20% (i.e. 5,872). If Ampere exercises such right, the
15 Gross Settlement Amount will also increase by 10%, to \$495,000.00.

16 24. The Net Settlement Amount will be distributed and paid to all Class Members who do
17 not submit a valid and timely Request for Exclusion (“Participating Class Member”) on a pro rata
18 basis based on their number of Workweeks worked during the Class Period. Each Participating Class
19 Member’s pro rata share of the Net Settlement Amount (“Individual Class Payment”) will be
20 calculated by the Administrator, in accordance with the Settlement Agreement.

21 25. The twenty-five percent (25%) of the PAGA Penalties will be distributed and paid to
22 all Aggrieved Employees on a pro rata basis based on their number of PAGA Pay Periods worked
23 during the PAGA Period. Each Aggrieved Employee’s pro rata share of twenty-five percent (25%) of
24 the PAGA Penalties (“Individual PAGA Payment”) will be calculated by the Administrator, in
25 accordance with the Settlement Agreement.

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

1 separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments
2 are counted as penalties rather than wages for tax purposes. The Administrator will report the
3 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
4 1099 Forms.

5 27. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
6 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
7 Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the
8 Settlement Agreement. No money will revert to Defendants.

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

15 **The Settlement is Reasonable**

16 ***Informed Arms-Length Negotiations***

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

21 30. The Parties engaged in extensive informal discovery prior to reaching a settlement.
22 Prior to mediation, Ampere produced all of the putative class members’ time and pay data as well as
23 its relevant wage and hour policies, and information regarding the total number of putative class
24 members, the number of current versus former employees, and the total workweeks worked by the
25 putative class members. Further, prior to mediation, Aerotek confirmed that only 5-10 employees
26 were placed at Ampere by Aerotek.

27 31. This allowed Class Counsel to conduct an informed assessment and analysis of the
28 strengths and weaknesses of the claims and the potential class-wide damages.

32. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

Estimate of Potential Value of Claims

33. Class Counsel analyzed all available data and estimated Defendants' maximum potential exposure to be approximately \$1,744,952, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: \$160,027 for meal period violations; \$820,853 for rest period violations at a 100% violation rate; \$180,784 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$17,183 for unpaid overtime wages at the required regular rate of pay; \$30,120 for unreimbursed business expenses; \$439,985 for waiting time penalties; and \$96,000 for wage statement penalties. Plaintiff further estimated that Defendants faced an additional exposure of \$98,400 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum potential exposure totaled \$1,843,352 in damages.

Specific Risks Considered

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

35. Class Counsel were aware of Defendants' defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted

1 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
2 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
3 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

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

12 37. For example, Plaintiff's meal period claims, which were based on Defendants' alleged
13 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
14 Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had
15 failed to implement their policies and that their practices failed to allow Class Members to take meal
16 breaks in the manner required under California law. Defendants contended that their policies and
17 practices at all times during the Class Period were lawful. Indeed, Plaintiff's analysis revealed only a
18 19.9% violation rate for unique meal period violations. Defendants further argued that the rate of
19 purported meal period violations reflected in the data would require individualized inquiry and that
20 such inquiry would prohibit a class from being certified. Class Counsel also had to consider the risk
21 that the Court would find validity in the individualized proof defense to certification of Plaintiff's meal
22 period claim.

23 38. Additionally, a large portion of Defendants' overall liability lies in Plaintiff's rest
24 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
25 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
26 required under California law. Additionally, this claim was even more uncertain given the difficulties
27 associated with proving the alleged rest period violations, as Defendants were not required to record
28 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate

1 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
2 certainty, which made the estimated value of this claim subject to much challenge.

3 39. Plaintiff also faced challenges certifying and proving liability for his minimum wage
4 and overtime claims. These claims were largely based on Defendants' unrecorded, off-the-clock work
5 performed by the Class Members both before and after their shifts and during purported meal periods.
6 For example, Plaintiff reported that he and the other Class Members would answer calls from
7 supervisors outside of working hours and that their meal periods were often interrupted or cut short
8 with work requests. However, the individualized nature of why this work was performed and the
9 individualized nature of damages presented substantial concerns regarding the manageability of the
10 case and the risk the Court could find these issues prevented certification, and the estimated damages
11 for this claim were based on an assumption that all Class Members worked off the clock for at least
12 one hour per week. Additionally, Defendants produced pay data evidencing overtime paid to the Class
13 Members.

14 40. Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other
15 Class Members for necessary business-related expenses, such as the purchase of tools for necessary
16 work-related purposes. Defendants contended that they had a policy and practice of reimbursing
17 employees for necessary business-related expenses. Defendants further contended that, with respect
18 to the alleged expenses for which Plaintiff and the other Class Members never requested
19 reimbursement from Defendants, they did not know and had no reason to know that alleged business-
20 related expenses had been incurred. Defendants further contended that the reason for why a Class
21 Member undertook certain expenses, while not others, and failed to receive reimbursement for certain
22 expenses while not others, would raise individual issues that could not be certified.

23 41. There are also substantial risks associated with Plaintiff's waiting time penalties and
24 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
25 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
26 certification was denied on those underlying claims, these derivative claims for penalties would also
27 likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to
28 demonstrate that Defendants' violations of California Labor Code section 203 were *willful* violations.

1 Wage statement claims have also seen varying treatment at the appellate level because such claims
2 have an element of discretion attached to them rather than a pure calculation of damages after liability
3 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendants'
4 estimated liability, were therefore uncertain.

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

14 43. Therefore, taking into account how each of the above risks potentially effected
15 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
16 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants'
17 estimated liability based on the challenges facing his ability to succeed on class certification by 50%
18 to \$921,676. The merits-based risk factors further reduced Defendants' estimated liability by an
19 additional 50%. This resulted in an adjusted estimated liability of \$460,838. In light thereof, the
20 settlement amount of \$450,000 is a significant settlement.

21 44. Class Counsel also separately contemplated the risks of proceeding with the PAGA
22 claims and potential liability Defendants could face from these claims as part of the global resolution.
23 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
24 wage claims. We also anticipated that even if successful on the merits at trial, the imposition of
25 cumulative civil penalties based on the alleged wage and hour violations could be considered unjust,
26 arbitrary and oppressive, or confiscatory, and that Defendants would argue that they made a good faith
27 attempt to comply with their legal obligations warranting a reduction in penalties. Class Counsel also
28 anticipated Defendants would argue that they made a good faith attempt to comply with their legal

obligations and that the violations per pay period were low, warranting an additional reduction in civil penalties. Finally, Class Counsel were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance.

45. Therefore, after considering this multitude of factors, Class Counsel concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer.

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

Class Representative Service Payment

47. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class Representative Service Payment of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Sergio Valdez. This Class Representative Service Payment is eminently reasonable given the time and effort Plaintiff spent on this case, and the benefit to the Class Members as a result of Plaintiff's actions. Notice of the requested Class Representative Service Payment is disclosed to the Class Members in the Class Notice.

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

2 48. The attorneys' fees incurred by Class Counsel are in line with the common fund
3 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
4 amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$150,000.00 if the Gross
5 Settlement Amount is \$450,000.00) and actual litigation costs and expenses in an amount not to exceed
6 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the Gross
7 Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and
8 costs of litigation and will not receive any compensation until recovery is obtained.

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

16 50. Class Counsel has litigated this matter for over a year and was actively preparing this
17 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
18 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
19 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
20 Counsel. Notice of the requested Class Counsel Fees Payment and Class Counsel Litigation Expenses
21 Payment is disclosed to the Class Members in the Class Notice.

22 ***Notice to the Class***

23 51. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Administrator") to
24 handle the notice and settlement administration process. The Parties respectfully request that the Court
25 appoint ILYM to handle these procedures and to serve as the Administrator. Defendants will provide
26 ILYM with the Class Data and ILYM will calculate each Class Member's estimated Individual Class
27 Payment and each Aggrieved Employee's estimated Individual PAGA Payment. ILYM will also
28 receive and process Requests for Exclusion, written objections, and/or challenges to Workweeks

1 and/or PAGA Pay Periods; will provide necessary reports and declarations; will calculate, subtract,
2 and transmit necessary taxes and withholdings with respect to the wages portion of the Individual
3 Class Payments; will prepare and submit informational and other tax filings and documents; will issue
4 and transmit all payments provided for by the Settlement, including, but not limited to, mailing
5 Individual Class Payment checks to the Participating Class Members and Individual PAGA Payment
6 checks to the Aggrieved Employees; and perform any other usual and customary duties for
7 administering a class action settlement.

8 52. I am not aware of an alternative method of providing notice to the Class which would
9 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
10 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable
11 method, skip tracing will be performed, if necessary.

12 ***Notice of Settlement to the LWDA***

13 53. In accordance with California Labor Code section 2699(1)(2), on May 9, 2025, a copy
14 of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's
15 website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto
16 as **Exhibit 4**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19 Executed on June 16, 2025 at New York, New York.

20 

21 Alexandra Rose

EXHIBIT 1

- *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.
- *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.
- *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.

- *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.
- *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.
- *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 2



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Miriam Schimmel, Esq.
mschimmel@blackstonepc.com

March 5, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Sergio Valdez v. Ampere Computing, LLC; Aerotek, Inc.*

To Whom It May Concern:

This office represents Sergio Valdez (“Claimant”) with respect to their claims under the California Labor Code against Ampere Computing, LLC and Aertotek, Inc. (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Sergio Valdez from approximately June 2022 to April 2023 as a non-exempt, hourly-paid employee. Sergio Valdez worked as a Test Technician for Employers and was based out of Employers’ facility located at 4655 Great America Pkwy Suite 601, Santa Clara, CA 95054.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock prior to clocking-in and/or after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages,

straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on

maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and

other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of tools for necessary, work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph

paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
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investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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Santa Clara, CA 95054

Ampere Computing Employer LLC
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Aerotek, Inc.
7301 Parkway Drive
Hanover, MD 21076

Aerotek, Inc.
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

EXHIBIT 3

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	
Written Challenges Must be Submitted by _____	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 _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Aggrieved Employees will be bound by the following release:

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

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

5. HOW WILL I GET PAID?

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

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

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

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

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

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

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

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

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

9. HOW CAN I GET MORE INFORMATION?

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

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

Class Counsel:

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

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

Name of Firm: Blackstone Law, APC

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

Telephone: (310) 622-4278

Administrator:

Name of Company: ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>

Fecha Vie 9 May 2025 15:53

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

05/09/2025 03:52:45 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>