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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 AMANDA
HOWARD OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

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

1 I, Amanda Howard, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Valdez v.*
6 *Ampere Computing, LLC, et al.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: a) printing and mailing the
17 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval*
18 (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion and written
19 objections to the Settlement; (c) resolving Class Members’ disputes over the number of Workweeks
20 and/or PAGA Pay Periods Defendants have on record of them working during the Class Period and
21 PAGA Period, which was pre-printed on their individualized Class Notice; (d) establishing a QSF
22 account and calculating individual settlement award amounts; (e) processing and mailing settlement
23 award checks; (f) handling tax withholdings as required by the Settlement and the law; (g)
24 preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution
25 of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as
26 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On September 18, 2025, ILYM Group received the Court approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On October 21, 2025, ILYM Group received the Class Data file from Defendants'
5 counsel, which contained the full name, social security number, last known mailing address, dates
6 worked during the Class Period and PAGA Period, and the Workweeks and PAGA Pay Periods for
7 each Class Member and Aggrieved Employee. The Class Data file was uploaded to our database
8 and checked for duplicates and other possible discrepancies. The Class Data contained 89
9 individuals identified as Class Members who worked a total of 6,046 Workweeks.

10 6. The escalator clause of the Settlement Agreement indicates that if the number of
11 Workweeks between March 8, 2020 and Preliminary Approval exceeds 4,894 by more than 10%
12 (i.e., greater than 5,383), the Gross Settlement Amount will increase in proportion to the increase
13 in the number of Workweeks above 5,383. However, Ampere shall also maintain the right to end
14 the Class Period and PAGA Period if the number of Workweeks exceeds 4,894 by 20% (i.e. 5,872).
15 If Ampere exercises such right, the Gross Settlement Amount will also increase by 10%, to
16 \$495,000.00. The total Workweek count during the period from March 8, 2020 through September
17 30, 2025 (i.e., Preliminary Approval) was 6,046 Workweeks, which is 12.32% higher than the
18 Workweek threshold in the escalator clause. Therefore, the escalator clause was triggered, and the
19 Gross Settlement Amount increased from \$450,000.00 by 12.32% or \$55,424.48. The escalated
20 Gross Settlement Amount is \$505,424.48, which was included in the Class Notice prior to mailing.

21 7. As part of the preparation for mailing, all 89 names and addresses contained in the
22 Class Data were then processed against the National Change of Address ("NCOA") database,
23 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
24 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
25 contains requested change of addresses filed with the USPS. To the extent that an updated address
26 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
27 To the extent that no updated address was found in the NCOA database, the original address
28 provided by Defendants' counsel was used for the mailing of the Class Notice.

1 8. On November 7, 2025, the Class Notice was mailed, via U.S First Class Mail, to all
2 89 individuals contained in the Class Data. Attached hereto, as **Exhibit A**, is a true and correct copy
3 of the mailed Class Notice.

4 9. As of the date of this declaration, 4 Class Notices have been returned to our office
5 of which none were returned with a forwarding address. ILYM Group performed a computerized
6 skip trace on the 4 returned Class Notices that did not have a forwarding address, in an effort to
7 obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip
8 trace, 2 updated addresses were obtained and the Class Notices were promptly re-mailed to those
9 Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 2 Class
10 Notices have been deemed undeliverable as no updated addresses were found notwithstanding the
11 skip tracing.

12 10. As of the date of this declaration, ILYM Group has not received any Requests for
13 Exclusion. The Response Deadline was January 6, 2025.

14 11. As of the date of this declaration, ILYM Group has not received any objections to
15 the Settlement. The Response Deadline was January 6, 2025.

16 12. As of the date of this declaration, ILYM Group has not received any disputes to
17 Workweeks and/or PAGA Pay Periods. The Response Deadline was January 6, 2025.

18 13. The Net Settlement Amount available to Participating Class Members is estimated
19 to be \$278,499.65 and was calculated by subtracting the requested attorneys' fees \$168,474.83, the
20 maximum amount allocated for litigation costs and expenses \$25,000.00, the requested Class
21 Representative Service Payment \$5,000.00, the requested Administration Expenses Payment
22 \$5,950.00, and the PAGA Penalties \$22,500 from the escalated Gross Settlement Amount
23 \$505,424.48.

24 14. As of this date, there are 89 Class Members who did not submit a timely and valid
25 Request for Exclusion and are therefore deemed to be Participating Class Members. The Net
26 Settlement Amount is allocated on a pro rata basis using their Workweeks worked.

27 15. The *highest* Individual Class Payment to a Participating Class Member is currently
28 estimated to be approximately \$13,404.47, the *average* Individual Class Payment is currently

1 estimated to be approximately \$3,129.21, and the *lowest* Individual Class Payment is currently
2 estimated to be approximately \$46.06. These amounts are subject to employee-side tax and
3 withholdings.

4 16. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$5,625.00 will be
5 allocated to Aggrieved Employees regardless of whether he or she opted out of the Class
6 Settlement; Aggrieved Employees cannot opt out of the PAGA Settlement. The 25% of the PAGA
7 Penalties is allocated on a pro rata basis using their PAGA Pay Periods. There are 54 Aggrieved
8 Employees who worked 1,887 PAGA Pay Periods during the PAGA Period.

9 17. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
10 estimated to be approximately \$310.02, the *average* Individual PAGA Payment is currently
11 estimated to be approximately \$104.17, and the *lowest* Individual PAGA Payment is currently
12 estimated to be approximately \$2.98.

13 18. ILYM Group's total fees and costs for services in connection with the administration
14 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
15 costs for completion of the settlement administration, are \$5,950.00. ILYM Group's work in
16 connection with this matter will continue with the calculation of the settlement award payments,
17 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
18 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
19 Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's
20 invoice.

21 I declare under penalty of perjury under the laws of the State of California and the United
22 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
23 was executed this 21st day of January 2026, at Tustin, California.

24
25 
26 AMANDA HOWARD
27
28

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 September 30, 2025.

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 September 30, 2025.

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 \$«Estimated Individual Class Award» (less withholding) and your Individual PAGA Payment is estimated to be \$«Estimated Individual PAGA Award»**. 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.

(3) **Object to the Class Settlement.** You can object to the Class Settlement as long as you do not opt-out. You can object by submitting a written objection to the Administrator or appearing at the Final Approval Hearing and presenting your objection orally.

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 January 6, 2026	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 January 6, 2026	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 March 18, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 18, 2026. 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 January 6, 2026	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 January 6, 2026. 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 \$505,424.48 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 \$168,474.83) 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 September 30, 2025 (i.e., the Class Period), **you worked «Class_Workweeks_» 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 September 30, 2025 (i.e., the PAGA Period), **you worked «PAGA_Pay_Periods» 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 January 6, 2026 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 January 6, 2026, 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 March 18, 2026 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 <https://ilymgroup.com/Ampere> 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 January 6, 2026.** 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, and mailing address. 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 March 18, 2026 at 2:30 p.m. 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 <https://ilymgroup.com/Ampere> 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 <https://ilymgroup.com/Ampere>. 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: claims@ilymgroup.com

Mailing Address: P.O. Box 2031, Tustin, CA 92781

Telephone: (888) 250-6810

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.

Valdez v. Ampere Computing, LLC, et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYMID QR
Code»

ILYM ID: «ILYMID»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip_Code»

EXHIBIT “B”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Sergio Valdez v. Ampere Computing, LLC, et al.
Tuesday, January 14, 2025

Requesting Attorney:
Alexandra Rose
Blackstone Law, APC
arose@blackstonepc.com
310.622.4278

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	120
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$1,410.00
Notification & Mailing:	\$454.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,746.00
Case Conclusion:	\$1,015.00

All-In/Capped ILYM Fees & Expenses: \$5,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Sergio Valdez v. Ampere Computing, LLC, et al.

Tuesday, January 14, 2025

Requesting Attorney's Name: Alexandra Rose

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$40.00	1	\$40.00
Toll Free Customer Service Representative	Flat Fee	\$50.00	1	\$50.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,410.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	120	\$180.00
USPS First Class Postage	Per Piece	\$0.65	120	\$78.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	18	\$36.00
Storage, Photocopies, Deliveries	Flat Fee	\$160.00	1	\$160.00

Subtotal \$454.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Sergio Valdez v. Ampere Computing, LLC, et al.

Tuesday, January 14, 2025

Requesting Attorney's Name: Alexandra Rose

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	120	\$120.00
USPS First Class Postage	Per Piece	\$0.65	120	\$78.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	12	\$18.00
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,746.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

All-In/Capped ILYM Fees & Expenses: \$5,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.