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Attorneys for Plaintiff MOHINDERPAL DHALIWAL and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MOHINDERPAL DHALIWAL, on behalf of himself and all others similarly situated, and the general public,

Plaintiffs,

v.

APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 25CV466613

[Assigned for all purposes to the Hon. Charles F. Adams, Dept. 7]

DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 12, 2026
Time: 1:30 p.m.
Dept: 7

DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiff herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") is attached hereto as **Exhibit 1**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

3. This case arises out of wage and hour violations by Defendant Applied Materials, Inc. ("Defendant") against its non-exempt hourly employees who worked in California from March 1, 2024 through December 8, 2025. Plaintiff Mohinderpal Dhaliwal ("Dhaliwal") worked for Defendant as a technician between 2015 and 2025.

4. On March 10, 2025, Plaintiff Dhaliwal, on behalf of himself and all other aggrieved employees of Defendant, served a Private Attorneys General Act (PAGA) letter, alleging various Labor Code violations, including: (1) failure to pay all wages, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) waiting time penalties; (6) failure to reimburse expenses; and (7) failure to properly maintain and submit accurate itemized wage statements. A true and correct copy of Plaintiff Dhaliwal's PAGA letter served on March 10, 2025 is attached hereto as **Exhibit 2**.

5. On February 26, 2026, the parties filed a Stipulation and Order to file a First Amended Class and Representative Action Complaint, and later filed the operative First Amended Class and Representative Action Complaint on March 3, 2026. A true and correct

copy of Plaintiff's operative First Amended Class and Representative Action Complaint is attached hereto as **Exhibit 3**.

DISCOVERY AND MEDIATION

6. After filing his case, Plaintiff and Defendant discussed informally resolving this case to resolve the outstanding claims. To this end, the parties agreed to attend Mediation, and Defendant produced a representative sampling of discovery to ensure a fruitful Mediation.

7. The parties did not attend Mediation in this matter until adequate representative discovery had been produced, including a 25% sampling of representative payroll and time data, average rates of pay, employee policies and procedures, meal and rest period attestations, and the like.

8. Class Counsel thoroughly reviewed, investigated, and analyzed the representative sampling data and information provided by Defendant. This informal discovery process occurred over a period of several months and involved extensive meet and confer efforts between counsel for the parties.

9. On October 9, 2025, the parties attended a full-day Mediation before Louis Marlin, and did not settle until the parties engaged in many hours of tense and hard-fought negotiations. Several more months were necessary to negotiate the specific long form Settlement Agreement, which was finalized and entered into in December 2025.

SUMMARY OF SETTLEMENT

10. The class members entitled to the settlement fund are all non-exempt employees working for Defendant within the Class Period, i.e., between March 1, 2024 through December 8, 2025. There are approximately 997 class members according to Defendant's employment records.

11. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $225,000 settlement), there is no claim form requirement, and no residual will revert to Defendant. Class members will be paid as long as they

do not opt out of the settlement. If a Class Member opts out, their share of the Net Settlement Amount will be allocated to other members of the Settlement Class. In the event a class member does not negotiate his or her settlement check, the claims administrator will forward the monies to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

12. The payment to the Class Members will be characterized eighty percent interest and penalties, and twenty percent wages. The class administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

13. Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks during the Class Period.

14. Based on the settlement terms, there will be an approximate net settlement fund of **$107,000**. In exchange for their payment, the class members will release Defendant from any and all claims, known or unknown, contingent or accrued, arising out of or reasonably related to the operative facts alleged in the lawsuit. The named Plaintiff will, in addition to releasing claims alleged in the lawsuit, give a general release of all claims pursuant to Civil Code section 1542.

15. The parties further agree to appoint an experienced claims administrator, Apex Class Action Administration ("Apex"), to prepare and send notice to the class, receive and process objections, and prepare and mail settlement checks to Settlement Class Members. The claims administrator will conduct skip-tracing for any Settlement Class Member whose addresses cannot be found.

16. The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. The attorneys' fees shall not exceed one-third of the $225,000 settlement

fund, or $75,000. Defendant will also pay class counsel's costs, not to exceed $15,000.00, as well as settlement administration costs not to exceed $11,500, out of the common fund.

17. The PAGA allocation of the settlement is $10,000, of which $6,500 (65%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion - $3,500 (35%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendant as non-exempt employees in California, at any time from October 18, 2024 through December 8, 2025).

18. The settlement also includes Plaintiff's class representative enhancement. Based on Plaintiff's work in connection with this case, including meeting and conferring with Class Counsel regarding legal strategies, and assisting with developing the claims and theories in this case, and attending Mediation, Plaintiff seeks a total of $10,000.

19. **In summary, the settlement fund is allocated as follows**:

(1) Class member compensation totaling approximately $107,000;

(2) Attorney's fees and costs: $75,000 in attorneys' fees and up to $15,000 in costs.

(3) Settlement administrator expenses not to exceed $11,500.

(4) PAGA payment to the LWDA: $6,500.

(5) Class representative enhancement of $10,000 for the named Plaintiff.

NATURE OF CLAIMS

20. Plaintiff's First Amended Class and Representative Action Complaint alleges claims for 1) Failure to Pay All Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Proper Rest Periods; 4) Failure to Pay Meal and Rest Break Premiums at the Proper Regular Rate of Pay; 5) Failure to Properly Maintain and Submit Itemized Wage Statements; 6)Waiting Time Penalties; 7) Unfair Business Practices; 8) Failure to Reimburse Expenses; and 9) Violation of Labor Code § 2699 (PAGA). Plaintiff further alleges that he and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other

remedies.

21. Pursuant to *Kullar v. Footlocker Retail Inc.*, 168 Cal.App.4th 116 (2008) and *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996), the following describes the settlement's reasonableness. Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in this case, Defendant's defenses thereto, and the difficulties in establishing damages for the Plaintiff and Class Members.

Based on the foregoing, Plaintiff has determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

a. Unpaid Wages

California Labor Code § 510(a) and the IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee. Defendant allegedly fails to pay all wages owed in numerous respects.

First, Plaintiff alleges that Defendant fails to pay the full amount of overtime and sick pay wages due because Defendant miscalculates the regular rate, by among other things, failing to properly include items of remuneration when determining the employees' regular rate. Plaintiff contends that Defendant fails to incorporate employees' non-discretionary compensation earned by the class members. It is undisputed that such amounts must be added to an employees' compensation when calculating the regular rate. *See Ferra v. Loews Hollywood*

Hotel, LLC, 11 Cal.5th 858, 869 (2021) (a bonus earned for weekend work . . . was "part of an employee's overall compensation package, and therefore ... its per-hour value must be determined so that the employee's regular rate of pay — and, derivatively, the employee's overtime pay rate — reflects all the various forms of regular compensation that the employee earned in the relevant pay period"). Also, Plaintiff alleges that Defendant fails to pay sick time at the regular rate of pay, instead, paying that time at the base rate of pay. Sick time must be paid "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time." Labor Code § 246, subd. (l)(1).

Second, Plaintiff alleges that Defendant fails to pay all wages because Plaintiff and other class members are forced to work off-the-clock hours prior to and after their shifts with time spent donning and doffing protective clothing that must be worn in the fabrication facilities. As such, Plaintiff contends that Defendant regularly and routinely failed to pay Plaintiff and the class members all wages owed, including minimum wage and overtime compensation. Off-the-clock time is compensable when an employer knows or should have known the employees are working off-the-clock time. *See Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000).

Defendant contests each and every one of Plaintiff's allegations. Defendant contends that it correctly included all shift differentials and its annual bonus on the regular rate, and that any other bonus payments were discretionary payments that qualified for exclusion from the regular rate. Defendant also contends that it has a strict off-the-clock policy that prohibits "off-the-clock work", states that all work time must be accurately recorded, and expressly instructs Plaintiff and other class members to record all time taken to put on and take off any specialized or protective clothing necessary to perform their job duties. Class members also completed an attestation confirming the accuracy of their time entries when they submitted their time. Finally, Defendant contends that Plaintiff (and virtually all other class members) are bound by arbitration agreements that would require individual arbitration of their claims.

Class Counsel analyzed payroll and time records for the class members and calculated that the total estimated verdict value for the regular rate and failure to pay all wages claim is

approximately $2.14 million. Class Counsel assumed 1 hours per week of unpaid hours, and applied an overtime violation value based on payroll records for the class, including pay period counts per year, and a weighted average rate of pay. Defendant contends its actual exposure for the claim is zero, because it disputes that it underpaid employees in any respect. Based on the defenses alleged, the off-the-clock claims, the fact that documented evidence of such violations is scant, Plaintiff placed a reasonable settlement value of the overtime/off-the-clock wage claim at five percent of the total verdict value, or **$107,000**.

b. Meal and Rest Period Claims

i. Meal period liability and damages

Plaintiff contends that Defendant fails to provide duty-free meal periods to Plaintiff and the class members, who suffered short, late and missed meal periods on a regular basis.

In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012), the California Supreme Court held that "under ... Labor Code section 512, subdivision (a), an employer must relieve the employee of all duty for the designated period but need not ensure that the employee does no work" during the meal period. *Brinker*, 53 Cal. 4th at 1034. However, "...an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*, 133 Cal. App. 4th 949, 962–963 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal. App. 4th 1286, 1304–1305 (2010) [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through 'ridicule' or 'reprimand' " would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker*, 53 Cal. 4th at 1040.

Moreover, in *Donohue, supra*, the Court held that at both the class certification and summary judgment stage, when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue,*

supra, 11 Cal.5th at 78 ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Plaintiff alleges that the failure to provide meal periods here was evident from Defendant's failure to have appropriate meal period clock out policies and procedures. Prior to January 13, 2025, Plaintiff's and class members' timecards were pre-populated based on scheduled hours, and employees were instructed to key in their precise start and stop times, including for meal periods. After January 13, 2025, employees have recorded their time by punching in and out of time clocks. Plaintiff therefore contends that between the end of the class period in *James* and January 13, 2025, that Defendant's meal period policies and procedures were deficient.

Defendant, on the other hand, contends that it has fully compliant meal period policies, and that its objective records reflect strict compliance with California's meal period requirements. Further, during the period prior to January 13, 2025, Defendant both instructed and trained employees to review their time entries daily to ensure the records reflected their precise start and stop times, including for meal periods. Defendant also automatically paid premiums for all short, late, and missed first and second meal periods reflected in employees' time records, and required employees to self-assess premiums for non-compliant rest periods, in addition to reporting any non-compliant breaks to HR. Defendant also contends the meal period claim cannot be certified because individualized issues would predominate and no common proof of meal period violations exists. .

Class Counsel calculated the maximum verdict value of the meal break claims to be approximately **$500,000**. This calculation is based on the assumption that each late, missed or short meal period was the result of Defendant's interference with Plaintiff's and the class members' abilities to take duty-free meal periods. Accordingly, Class Counsel determined a total violation rate for the class members, and average rate of pay based on the payroll data for the class. Based on discussions with Plaintiff, and the fact that Defendant has facially compliant meal period policies, and for the last half of the class period Defendant corrected any potential

deficiencies with its meal period policies, Plaintiff believe he had a ten percent probability of recovering all of these damages. Accordingly, Plaintiff contends the reasonable exposure of the meal break claim is approximately **$50,000**.

ii. Rest period liability and damages

Labor Code § 226.7(b) provides that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated under an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Moreover, during rest periods, "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time." *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an employer adopts common policies that prevent employees from taking their rest breaks, it presents a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181 Cal.App.4th 1286, 1304 (2010). Indeed, "[t]he wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Plaintiff contends that Defendant's rest period practices are unlawful under California law and that Defendant did not authorize or permit Plaintiff or the class members' duty-free rest periods. Plaintiff alleges that he was never afforded a rest break at any time during his work shifts, and that taking breaks was discouraged based on the nature of the work. Plaintiff and the class members were also forced to remain on the premises and continue to be on-call during and attend to their work duties, which is "irreconcilable with employees' retention of freedom to use rest periods for their own purposes. *See Augustus, supra,* 2 Cal.5th at 270.

Defendant contends, on the other hand, that liability is tenuous at best because Defendant had a compliant rest period policy, employees attest when they submit their time that they were provided the opportunity to take compliant rest periods and if not, they will immediately notify HR in writing, and that Plaintiff would not be able to succeed on this claim because of numerous individual issues regarding why rest periods were not taken.

Plaintiff's counsel calculated total violations across the class, multiplied by an average rate of pay for the class members. As such, Class Counsel calculated the maximum verdict value of the rest period claims to be **$2.1 million**. Based on the difficulty of proving rest period violations on a classwide basis, and the lack of objective evidence proving such violations, Plaintiff believes that he had a five percent chance of recovering all of the rest period damages. As such, Plaintiff believes the reasonable exposure of the rest break claim is approximately **$105,000**.

c. Failure to Pay Meal and Rest Period Premiums At The Regular Rate

Plaintiff contends that Defendant failed to pay for missed meal and missed rest periods at the regular rate of pay. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 878 (2021) (finding that "regular rate of compensation" in section 226.7(c) "has the same meaning as 'regular rate of pay' in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee."). Based on Plaintiff's investigation and discovery, however, Defendant began paying meal and rest period premiums during the James class period, so Defendant's liability and damages would be reflected based on the meal and rest period analysis above. As such, there is no separate damages exposure here.

d. Wage Statement Claim

Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (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, … (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, (8) the name and address of the legal entity that is the employer…, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee… .”

Plaintiff’s theory of liability with respect to the paystub claim is twofold. ***First***, Plaintiff alleges that Defendant fails to set forth the proper regular rate when calculating overtime when bonuses and other non-discretionary compensation is paid. ***Second***, Plaintiff alleges that Defendant failed to set forth all premium payments for meal and rest period violations. In *Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022), the Court held that an employer’s obligation to report wages includes an obligation to report premium pay for meal and rest break violations. Plaintiff therefore contends that any time Defendant failed to do so here should result in paystub penalties.

Defendant argues that this derivative claim fails for the same reasons as the underlying claims and, even assuming there are any violations, which it denies, Defendant presents evidence of a good faith dispute as to any violation. *Hurst v. Buczek Enters., LLC,* 870 F.Supp.2d 810, 829 (N.D. Cal. 2012) (no section 226 violation where the employer "makes a good faith claim" in its defense); *Harris v. Vector Mktg. Corp.*, 656 F.Supp.2d 1128, 1146 (2009) (the "employer did not knowingly and intentionally fail to provide itemized wage statements" where there was a "good faith dispute").

Pursuant to Labor Code section 226, subd. (e)(1), employees are entitled to $50 for the initial pay period in which a violation occurs, and $100 per pay period for subsequent violations. Nevertheless, pursuant to *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008), the heightened penalty amount is not recoverable unless there is a showing of a prior citation or in the absence of a good faith dispute. *See also Bernstein v. Virgin America, Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021). Because there is no evidence here that Defendant has previously been cited

with Labor Code violations, Class Counsel believes the $50 penalty to be applicable for all violations.

Based on the pay periods at issue here, Plaintiff calculated wage statement penalties by multiplying the total employee count during the statutory period by the total number of pay periods during that period. The maximum verdict value of the paystub penalties are approximately **$500,000**. Because this claim is derivative of the wage and meal and rest period claims above, Plaintiff believes that he has a five percent chance of recovering all of those penalties, or **$25,000**, based on the risks set forth above and Defendant's defenses.

e. Waiting Time Penalties

Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with *Labor Code* §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

In *Naranjo, supra*, the Court held that failing to pay meal and rest period premium payments constituted "wages" for purposes of waiting time penalties. *Naranjo, supra*, 13 Cal.5th at 117. Defendant denies any violations whatsoever, and that even if such violations are proven, that Defendant has a good faith dispute regarding whether such wages are owed.

Class counsel determined that the total verdict value of this claim is approximately **$1 million**, based on termination counts provided, multiplied by the average daily rate per terminated employee and the maximum 30-day waiting time period. Class Counsel believes the reasonable settlement value is far less than the maximum amount because of the willfulness standard for proving such penalties. Plaintiff believes he has a five percent possibility of proving all such penalties. As such, Plaintiff believes the realistic value of the waiting time penalties are **$50,000**.

f. Failure to Reimburse Expenses

Labor Code section 2802 provides, in pertinent part: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. . .." The purpose of section 2802 is "to prevent employers from passing their operating expenses on to their employees." *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 562 (2007).

Plaintiff alleges that he and the class members were required to use their own personal cell phones for their work, reimbursement was required. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory for performing one's job). Additionally, Plaintiff alleges that he and other non-exempt employees were required to use their personal vehicles for work purposes without reimbursement.

Defendant contends that Plaintiff and the class were paid for all of their expenses, that they were not required to use their cell phone for work purposes, and any other expenses incurred were appropriately reimbursed.

Plaintiff allocates $15 per pay period for the reimbursement claim. As such, the value of this claim as calculated by Plaintiff is approximately $431,000. Based on the Defendant's defenses, and issues in proving the reimbursement claim on a classwide basis, Plaintiff alleges he has a ten percent chance of recovery here, and the realistic value of the reimbursement claim is therefore **$43,100**.

g. PAGA

Plaintiff contends that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008). Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

Significantly, however, the California Supreme Court recently ruled that penalties may not accrue during a time when the law was unsettled, which it was in part during the pendency of

this case. *See Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) ("*Naranjo II*") (finding that employer's reasonable, good faith dispute precluded penalties from being awarded for failure to report meal and rest period payments on wage statements). As such, there is a very real possibility that a court would substantially reduce the PAGA penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal). Defendant also contends that even if Plaintiff could prevail on one of his theories, any penalties would be substantially reduced based on Defendant's lawful policies that in many ways exceed the requirements under California law.

Plaintiff calculated the maximum verdict value of the PAGA penalties as **$2 million**, based on assumed violations of Labor Code sections 1194, 512, 226.7 and 226, violations for each and every pay period at issue, stacking of penalties, heightened subsequent penalties, and a 100% violation rate. Plaintiff believes recovering all of these penalties is highly unlikely, and based on a Court's discretion to reduce such penalties, Plaintiff believes he had a five percent chance of recovering those penalties. As such, Plaintiff values the claim at **$100,000**.

h. Total Damages Exposure[1]

Plaintiff believes that the **$225,000** settlement achieved in this case is a reasonable and adequate settlement for the class members. Based upon a realistic exposure of **$480,100**, the settlement represents approximately 47% of that total value. Given the many defenses raised, the uncertainty of the certifiability of any class, and the difficulty in proving the claims, Class Counsel believe this settlement is an excellent result for all of the class members.

[1] The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

NUMEROSITY AND ASCERTAINABILITY

22. Based on payroll and other employment records, Defendant has identified approximately 997 employees who fit within the class, who worked 57,512 workweeks. As such, the Class is ascertainable based on Defendant's employment records and are numerous under any legal standard, therefore satisfying the numerosity requirements in California pursuant to California Code of Civil Procedure §382. The Class is defined as follows:

All current and former non-exempt employees who have performed work in the state of California for Defendant at any time during the period beginning from March 1, 2024 through December 8, 2025.

COMMONALITY

23. Common questions of law and fact predominate in this case because the main issues involve the legality of Defendant's policies regarding the failure to pay all wages due to its failure to pay all hours worked, including the proper regular rate of pay for all hours, failure to provide all legally compliant off duty and uninterrupted meal periods, the failure to provide all legally compliant off duty and uninterrupted paid rest periods, failure to timely furnish accurate itemized wage statements, failure to timely pay all former employees all wages owed, and failure to reimburse employees for their reasonable and necessary expenses.

24. Plaintiff contends that these are all pay policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims consists of pay policies, payroll records, time records and pay stubs given to all Class Members

TYPICALITY AND ADEQUACY

25. The claims of the Plaintiff are typical of the Class Members. The proposed Class Representative is an adequate Class Representative because he will adequately and fairly represent the Class and will not place his interests above any Member of the Class. Plaintiff worked for the Defendant in the state of California during the relevant time period and, therefore, worked under the same policies and procedures and was paid according to the same pay plan for

the entire period, as all other Class Members.

ATTORNEY COMPETENCE IN CLASS ACTIONS

26. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc*.
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*

Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC

o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
United States District Court, Western District of Washington
Case No. C12-2184 TSZ

p. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*,
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

r. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

s. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

27. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and for the last decade, complex employment law and wage and hour matters.

28. I am a member of the California State Bar, the Orange County Bar Association, and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 28+ year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for $16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay*

Hospitals, in which final approval was granted for a $12,000,000 settlement for health care workers. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

CLASS ENHANCEMENT AND ATTORNEYS' FEES, COSTS AND EXPENSES

29. Plaintiff has assisted Class Counsel in their investigation by corresponding with Class Counsel to answer questions about their employment, as well as the working conditions of other employees. Plaintiff also spent many hours conferring with Class Counsel both prior to and after initiating this litigation, assisted Class Counsel with interpreting the informal discovery produced by Defendant, and produced payroll and other employment records to assist Class Counsel in pursuing the claims in this case.

30. Based on the above, and the Declaration of Plaintiff Class Representative filed concurrently, the requested service payment of $10,000 to Plaintiff is appropriate and justified.

31. Plaintiff also intend to request attorneys' fees not to exceed one-third of the settlement, and reimbursement of costs not to exceed $15,000. Class Counsel have achieved a good result, and believe that the percentage requested is fair and appropriate in this case, and all of the costs requested assisted in the prosecution of this case. Class Counsel will submit detailed declarations and attorneys' bills and costs with their motion for final approval. Class Counsel also have a written fee splitting agreement, and Plaintiff has provided written approval for this fee split.

32. Additionally, Plaintiff will request that the Settlement Administrator, Apex, be paid no more than $11,500 to administer the settlement. Attached as **Exhibit 4** is a true and correct copy of Apex's not to exceed quote to administer this case.

TRANSMITTING THE NOTICE OF SETTLEMENT

33. In my opinion, the best and most practicable method to notify class members is by mail, as all members of the Class were at one time employed by Defendant and worked in California. For current employees of Defendant who are class members, Defendant has current addresses. I am also informed and believe that Defendant maintains last known addresses for all

of their former employees, so mailing the notices is preferable to some other method. In the event former employees are no longer at the addresses maintained by Defendant, Apex will engage in skip tracing to track down their current addresses.

34. Concurrently with the filing of this Motion, Plaintiff has also transmitted all papers filed with this Court to the Labor Workforce and Development Agency/Department of Industrial Relations, by online submission, at its website located at https://dir.govfa.net/315.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on April 10, 2026, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement" or "Agreement") is made by and between plaintiff Mohinderpal Dhaliwal ("Plaintiff") and defendant Applied Materials, Inc. ("Applied"). Plaintiff and Applied collectively are referred to in this Agreement as the "Parties."

I. RECITALS

A. On May 23, 2025, Plaintiff filed a complaint against Applied in the Superior Court of the State of California, for the County of Santa Clara (the "Superior Court"), titled "*MOHINDERPAL DHALIWAL, an individual; Plaintiff, v. APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive, Defendant*," No. 25CV466613 (the "Action"), currently pending in the Superior Court. In the Complaint, Plaintiff asserts representative claims pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 *et seq.*, against Applied for alleged failure to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment.

B. On March 11, 2025, Plaintiff submitted to the California Labor and Workforce Development Agency (the "LWDA") notice of his claim under PAGA against Applied.

C. On October 9, 2025, the Parties participated in a mediation presided over by Lou Marlin of Marlin Mediation LLC. Following the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into following the mediation and any other agreements, understandings, or representations between the Parties.

D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Applied that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the class on those claims, or as an admission by Plaintiff that Applied's defenses in the Action have merit.

Based on these Recitals, the Parties agree as follows:

II. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

A. "Action" means the civil action titled "*MOHINDERPAL DHALIWAL, an individual; Plaintiff, v. APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive, Defendant*," designated as No. 25CV466613, and currently pending in the Superior Court of the State of California, for the County of Santa Clara.

B. "Applied's Counsel" means Zachary P. Hutton and Anna M. Skaggs of Sheppard, Mullin, Richter & Hampton LLP.

C. "Class" means all current and former employees who worked for Applied in a non-exempt position in California at any time from March 1, 2024 through December 8, 2025.

D. "Class Counsel" means Aaron A. Bartz of Bartz Law Group, APC and Walter L. Haines of United Employees Law Group, PC.

E. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

F. "Class Members" means all members of the Class.

G. "Class Notice" means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

H. "Class Notice Packet" means the Class Notice (Exhibit A to this Agreement) and the Notice of Estimated Settlement Share (Exhibit B to this Agreement).

I. "Class Period" means the period of time from March 1, 2024 through December 8, 2025.

J. "Class Representative Payment" means the special payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action.

K. "Final" means the last of the following dates, as applicable.

1. The last date on which a notice of appeal from the Judgment may be filed, and none is filed.

2. If a timely appeal from the Judgment is filed, the last of the following dates:

a. the last date by which a petition for review by the California Supreme Court of the California Court of Appeal's decision affirming the Judgment may be filed, and none is filed;

b. the last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed;

c. if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal's decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.

L. "Final Approval Hearing" means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.

M. "Total Settlement Amount" means the total amount to be paid by Applied as provided by this Agreement. The Total Settlement Amount is $225,000 (Two Hundred and Twenty-Five Thousand Dollars), subject to the exception set forth in section III.B of this Agreement. The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff's Class Representative Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, and attending to the administration of the Settlement); and (e) the Settlement Administrator's fees and expenses.

N. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibits D-1 and D-2 to this Agreement and incorporated by reference into this Agreement.

O. "LWDA Payment" means the 65% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.E.3 of this Agreement.

P. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the LWDA Payment; (b) the Class Representative Payment; (c) the Class Counsel Fees and Expenses Payment; and (d) the Settlement Administrator's fees and expenses. The entire Net Settlement Amount will be distributed to Class Members. If any Settlement Share check is not timely cashed

by a Class Member, the funds represented by the check will be sent to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

Q. "Notice of Estimated Settlement Share" means the form that Class Members will receive that describes their estimated Settlement Shares, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

R. "PAGA Civil Penalties" means the $10,000 set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA. Pursuant to California Labor Code § 2699(m), 65% of the PAGA Civil Penalties ($6,500) will be payable to the LWDA as the LWDA Payment, and the remaining 35% ($3,500) will be payable to PAGA Group Members as the PAGA Group Payment.

S. "PAGA Group" means all Class Members who worked for Applied in a non-exempt position in California at any time from October 18, 2024 through December 8, 2025.

T. "PAGA Group Members" means all members of the PAGA Group.

U. "PAGA Group Payment" means the 35% of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in section III.D.1.a of this Agreement.

V. "PAGA Period" means the period of time from October 18, 2024 through December 8, 2025.

W. "Preliminary Approval of the Settlement" means the Superior Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

X. "Settlement Administrator" means the third-party administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.

Y. "Settlement Share" means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement, and includes the Class Member's Individual Class Member Payment and, if applicable, his or her Individual PAGA Group Payment.

Z. "Superior Court" means the Superior Court of the State of California in and for the County of Santa Clara.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, including but not limited to section III.G.6 and section III.B, the Total Settlement Amount is $225,000 (Two Hundred and Twenty-Five Thousand Dollars). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff's Class Representative Payment; (d) the Class Counsel Fees and Expenses Payment (which includes all attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, and attending to the administration of the Settlement); and (e) the Settlement Administrator's fees and expenses.

B. **Escalator Provision for Unanticipated Increase in Workweeks.** Applied estimates that Class Members worked approximately 57,512 workweeks from March 1, 2024 through October 9, 2025, the date of the mediation (the "Estimated Workweeks"). If the actual number of workweeks worked by Class Members during the Class Period exceeds the Estimated Workweeks by more than 10%, then at Applied's election, either (i) the Total Settlement Amount will increase by a proportionate amount for each additional workweek beyond the 10% threshold (for example, if the actual number of workweeks worked by Class Members during the Class Period exceeds the Estimated Workweeks by 11%, then the Total Settlement Amount will be increased by 1%); or (ii) the end date of the Class Release Period and the PAGA Release Period will be the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263.

C. **Employer-Side Payroll Taxes**. Applied's share of payroll taxes on the Wage Portion of the Settlement Shares paid to Class Members shall be paid by Applied separately from, and in addition to, the Total Settlement Amount.

D. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Class Members as follows:

1. **Calculation.** The Settlement Administrator will calculate each Class Member's Settlement Share based on the following formula:

a. **PAGA Group Payments.** From the Total Settlement Amount, $3,500 has been designated as the PAGA Group Payment. Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment (the "Individual PAGA Group Payment") equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for Applied in a position covered by the Settlement during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will

receive a pro rata share of the PAGA Group Payment and will be bound by the release of claims set forth in sections III.H.1 and III.H.2.

b. **Class Member Payments**. After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment (the "Individual Class Member Payment") equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Applied in a position covered by the Settlement during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members.

2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the Settlement by submitting a "Request for Exclusion" to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Member Payment portion of his or her Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of the Class Member Payment portion of Settlement Shares, except that all Class Members who are also PAGA Group Members will release the PAGA claims described in sections III.H.1 and III.H.2 and will receive a pro rata share of the PAGA Group Payment regardless of whether they opt out of the Settlement. The Class Member Payment portion of the Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all other Class Members.

3. **Tax Treatment.** The Settlement Shares shall be reported to taxing authorities as follows:

a. One-fifth (1/5) of each Settlement Share (the "Wage Portion") will be treated as a payment in settlement of the Class Member's claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.

b. Four-fifths (4/5) of each Settlement Share (the "Non-Wage Portion") will be treated as a payment in settlement of the Class Member's claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.

c. In the event that a Class Member who is also a PAGA Group Member timely and validly opts out of the Settlement and receives only the PAGA Group Payment portion of his or her Settlement Share, the entire Settlement Share (100%) will be treated as a payment in settlement of the Class Member's claims for penalties. Accordingly, the Settlement Share will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Settlement Share.

E. **Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Total Settlement Amount:

1. **To Plaintiff.** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Superior Court for an award of not more than $10,000 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action. Applied will not oppose a Class Representative Payment to Plaintiff of up to $10,000. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court (but not more than $10,000) out of the Total Settlement Amount. If the Superior Court approves a Class Representative Payment of less than $10,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to this payment.

2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than $75,000 (Seventy-Five Thousand Dollars) (one-third (1/3) of the Total Settlement Amount) for attorneys' fees, and up to $15,000 for reimbursement of Class Counsel's actual litigation costs, as their Class Counsel Fees and Expenses Payment, and Applied will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded Class Counsel Fees and Expenses Payment, and Class Counsel beforehand will provide the Settlement Administrator with a completed Form W-9.

3. **To the LWDA.** The Parties will apply to the Superior Court for an LWDA Payment of $6,500 (65% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA

representative action would be maintained and that liability under PAGA would be established, and of the amount of civil penalties the Superior Court would award even if a PAGA representative action were maintained and liability were found. If the Superior Court approves an LWDA Payment of less than $6,500, the remainder will be retained in the Net Settlement Amount.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Superior Court. It is projected that the Settlement Administrator's fees and expenses will not exceed $11,500.

F. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint Apex Class Action Administration to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to Class Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member opt-outs from the Settlement; providing the Parties with weekly status reports regarding the delivery of Class Notice Packets and receipt of Class Member objections to and opt-outs from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of Class Members' Settlement Shares, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

G. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

a. Within 30 days after the Parties finalize this Agreement, Plaintiff will file with the Superior Court a request for leave to file a First Amended Complaint ("FAC") that is coextensive with the claims to be released through the Settlement. Applied will stipulate to the filing of the FAC, as needed, subject to the Superior Court's approval. Plaintiff agrees to provide counsel for Applied with a draft of the FAC at least seven (7) days before filing, and agrees to work with Applied in good faith to incorporate Applied's comments on or edits to the FAC.

b. Within a reasonable time after they finalize this Agreement, the Parties will jointly file a motion with the Superior Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, and approving the Class Notice and the Notice of Estimated Settlement Share (the "Motion for Preliminary Approval").

c. On the date the Parties file with the Superior Court the Motion for Preliminary Approval, Plaintiff will submit to the LWDA the Motion for Preliminary Approval and the Settlement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and will request that the Superior Court adjudicate the validity of the notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.

d. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a proposed order granting the motion in the form evidenced by Exhibit C to this Agreement.

e. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet, which will include the Class Notice (completed to reflect the order granting preliminary approval of the Settlement) and the Notice of Estimated Settlement Share, as follows:

a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, Applied will provide to the Settlement Administrator an electronic database containing each Class Member's name, last known mailing address, last known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the "Class Member Information"). If any or all of the Class Member Information is unavailable to Applied, Applied will use best efforts to deduce or reconstruct the Class Member Information prior to when it must be submitted to the Settlement Administrator. The

Settlement Administrator will keep confidential the Class Member Information and will not disclose it to anyone, except in order to carry out the reasonable efforts described in section III.G.2, or pursuant to Applied's express written authorization or by order of the Superior Court.

b. Within fifteen (15) days after receiving the Class Member Information from Applied, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address ("NCOA") database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

c. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Member Information and otherwise work with Applied to find a more current address for the Class Member. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the re-mailing address for its own records and notify Class Counsel and Applied's Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.

d. Each week, the Settlement Administrator will provide to Class Counsel and Applied's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of

any objections to the Settlement, opt-outs from the Settlement and/or disputes regarding the Class Member Information.

e. In connection with the filing of the Parties' joint Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Requests for Exclusion from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must submit an objection to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, postmarked no later than forty-five (45) days after the Settlement Administrator re-mails the Class Notice Packet); provided, however, that Class Members who wish to object to the Class Representative Payment or the Class Counsel Fees and Expenses Payment may do so by the deadline for opposing a motion for an award of those payments. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Applied's Counsel, who shall then promptly file all such objections with the Superior Court. Class Counsel and Applied's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packets (or, if applicable, no later than 45 days after the date of re-mailing). The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.

b. **Requests for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a written Request for Exclusion letter, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, postmarked no later than forty-five (45) days after the Settlement Administrator re-mails the Class Notice Packet). The Request for Exclusion is a letter prepared by the Class Member containing: (i) the Class Member's name; (ii) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature. If a question is raised about the authenticity of a Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion will not participate in or be bound by the Settlement and the Judgment, except that all PAGA Group Members will receive a portion of the PAGA Group Payment and will release the PAGA claims described in sections III.H.1 and III.H.2 regardless of whether they opt out. All Class Members who do not submit a valid Request for Exclusion in the manner and by the applicable deadline specified in this paragraph will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment.

c. **Report.** Not later than ten (10) days after the deadline for submission of objections and opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs submitted by Class Members.

4. **Resolution of Disputes.** If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Share, the Class Member must ask the Settlement Administrator to resolve the matter by returning the Notice of Estimated Settlement Share with the information that he or she contends is correct, and including any documentation the Class Member has to support his or her contention, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, postmarked no later than forty-five (45) days after the Settlement Administrator re-mails the Class Notice Packet). In the event of such a dispute, Applied will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Applied, the Settlement Administrator will make a determination of the correct information, and that

determination will be final, binding on the Parties and the Class Member, and non-appealable.

5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.

6. **Right of Applied to Reject Settlement.** If five percent (5%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent (5%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, Applied will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Applied must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion. If Applied exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If Applied does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Applied will not oppose.

7. **Additional Briefing and Final Approval.**

   a. Not later than sixteen (16) court days before the Final Approval Hearing, the Parties will jointly file with the Superior Court a Motion for Final Approval of the Settlement, the LWDA Payment, payment of the Settlement Administrator's reasonable fees and expenses, and for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.

   b. Not later than five (5) days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the Motion for Final Approval of the Settlement to the extent that any opposition to the motion is filed.

   c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Applied to pay the Total Settlement Amount, except that Applied will pay the Settlement Administrator's reasonable fees and

expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.

d. Together with the Motion for Final Approval, the Parties will present to the Superior Court for its approval and entry a Proposed Order Granting Final Approval of Settlement and a Proposed Final Judgment, in substantially the form evidenced by Exhibits D-1 and D-2 to this Agreement. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, Applied, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Applied will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the

Superior Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

10. **Timing of Settlement Payments.** Within three (3) days after the date the Settlement becomes Final as defined in section II.K, the Settlement Administrator will provide Applied with wire transfer information. Within twenty (20) days after the deadline for the Settlement Administrator to provide Applied with wire transfer information, Applied will transfer the Total Settlement Amount and the employer-side payroll taxes, as calculated, to the Settlement Administrator via wire transfer. Within ten (10) days after the deadline for Applied to transfer the Total Settlement Amount and the employer-side payroll taxes, the Settlement Administrator will pay to Class Members and PAGA Group Members the Settlement Shares; to Plaintiff, the Class Representative Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.

11. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

H. **Release and Waiver of Claims.**

1. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final and is fully funded as set forth in section III.G.10, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Applied and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal

representatives and its related persons and entities (the "Released Parties") that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from March 1, 2024 through the end of the Class Period or, at Applied's election pursuant to section III.B, the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263 (the "Class Release Period"), Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment (the "Released Class Claims"). The Released Class Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys' fees and costs, and interest.

2. **PAGA Claims.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final and is fully funded as set forth in section III.G.10, the State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties against Applied and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA and/or First Amended Complaint that, from October 18, 2024 through the end of the PAGA Period or, at Applied's election pursuant to section III.B, the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263 (the "PAGA Release Period"), Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All PAGA Group Members will release the

Released PAGA Claims and receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

3. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses in this Action, other than those specified in this Agreement.

I. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or Class Members beyond those provided by this Agreement.

J. **Confidentiality Preceding Preliminary Approval.** Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the motion for preliminary approval of the Settlement, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration. Notwithstanding the foregoing, this section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or their ability to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA. Additionally, nothing in this section and/or the confidentiality obligations stated herein shall preclude Class Counsel from referring to the Settlement in any future court filings (whether in this case or in other proceedings) in support of its qualifications as counsel. The Parties may also make public statements to the Superior Court as necessary to obtain preliminary or final approval of the Settlement.

K. **Miscellaneous Terms.**

1. **No Admission of Liability.**

a. Applied denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, that the claims asserted in the Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Applied, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Applied was meritorious. This Settlement and the fact that Plaintiff and Applied were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only, and if for any reason the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) Applied is liable to Plaintiff or the Class.

c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Applied or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Applied or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

6. **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.

7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

8. **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.

9. **Notice.** All notices, demands or other communications given under 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, addressed as follows:

To Plaintiff and the Class:

BARTZ LAW GROUP, APC
Aaron A. Bartz
5151 California Ave., Suite 100
Irvine, California 92617
Telephone: (949) 504-4413
Facsimile: (949) 656-7760

UNITED EMPLOYEES LAW GROUP, PC
Walter L. Haines
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

To Applied:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Zachary P. Hutton
Anna M. Skaggs
Four Embarcadero Center, 17th Floor
San Francisco, California 94111
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
zhutton@sheppardmullin.com
askaggs@sheppardmullin.com

10. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Docusign Envelope ID: 00D753FB-7971-434D-ADC8-F4D4421AB20A

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/18/2025. MOHINDERPAL DHALIWAL

Signed by:
95DA64D7913246C...

Dated: 12/15/2025. BARTZ LAW GROUP, APC

By: Signed by: Aaron Bartz
EC5A3FE789D1423...
Aaron A. Bartz
Attorneys for Plaintiff
Mohinderpal Dhaliwal

Dated: _____. APPLIED MATERIALS, INC.

By: _____
William David
Applied Materials, Inc.

Dated: _____. SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: _____
Zachary P. Hutton
Attorneys for Defendant
Applied Materials, Inc.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____. MOHINDERPAL DHALIWAL

_____

Dated: _____. BARTZ LAW GROUP, APC

By: _____
Aaron A. Bartz
Attorneys for Plaintiff
Mohinderpal Dhaliwal

Dated: 12/18/2025. APPLIED MATERIALS, INC.

By: DocuSigned by: William David DF9A3733AA7E4B2...
William David
Applied Materials, Inc.

Dated: 12/17/2025. SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: Signed by: Zach Hutton 9774F0B4B8A0492...
Zachary P. Hutton
Attorneys for Defendant
Applied Materials, Inc.

EXHIBIT A

[NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING]

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All current and former employees who worked for Applied Materials, Inc. in a non-exempt position in California at any time from March 1, 2024 through December 8, 2025.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY APPLIED MATERIALS, INC. ("APPLIED"). IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH APPLIED IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do **not** have to do anything. **Your estimated Settlement Share is set forth in the Notice of Estimated Settlement Share enclosed with this Class Notice**. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims as detailed in Section 7 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Settlement Share.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator following the instructions in this notice. **If you request exclusion, you will not receive a Class Member Payment and you will not release the Class Members' Released Claims. However, if you are a PAGA Group Member, you will still receive a PAGA Group Payment and be bound by the release of the Released PAGA Claims.** More information and instructions are provided in Section 5 below.
Object	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SANTA CLARA (THE "COURT") ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between plaintiff Mohinderpal Dhaliwal ("Plaintiff") and defendant Applied Materials, Inc. ("Applied") in the class action pending in the Court (the "Action").

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Applied's records indicate

that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

2. WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of Santa Clara, is titled "*MOHINDERPAL DHALIWAL, an individual; Plaintiff, v. APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive, Defendant*," No. 25CV466613.

In this Action, Plaintiff alleges that Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment.

Applied denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Applied agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Applied that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the proposed class on those claims. On the contrary, Applied denies any and all such liability, and maintains that it complied with all applicable laws.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

3. WHAT IS THIS LAWSUIT ABOUT?

The "**Class Period**" means the period of time from March 1, 2024 through December 8, 2025. You are a "**Class Member**" included in the Settlement if you fall within the following definition:

> All current and former employees who worked for Applied Materials, Inc. in a non-exempt position in California at any time during the Class Period.

Exhibit A

The "**PAGA Period**" means the period of time from October 18, 2024 through December 8, 2025. Class Members who worked for Applied in a non-exempt position in California at any time during the PAGA Period are also "**PAGA Group Members**."

4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

a. Applied will pay $225,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.

b. The "Net Settlement Amount" is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for payment to the California Labor and Workforce Development Agency (the "LWDA") for its share of the settlement of claims for civil penalties pursuant to the Labor Code Private Attorneys General Act ("PAGA"); the Class Representative Payment; the Class Counsel Fees and Expenses Payment; and the Settlement Administrator's reasonable fees and expenses.

c. The Class Member Payment portion of the Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Group Members will receive the PAGA Group Payment portion of their Settlement Share regardless of whether they opt out of the Settlement.

d. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the Class Period, the number of pay periods the Class Member worked in a position covered by the Settlement during the PAGA Period (if any), and the amounts awarded by the Court for the PAGA Civil Penalties and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.

e. "Settlement Share" means the portion of the Net Settlement Amount that will be allocated to each Class Member under the Settlement. The Settlement Administrator will calculate each Class Member's Settlement Share as follows:

i. **PAGA Group Payments.** From the Total Settlement Amount, $3,500 has been designated as the "PAGA Group Payment." Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for Applied in a position covered by the Settlement during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a pro rata share of the PAGA Group Payment.

ii. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Applied

in a position covered by the Settlement during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members.

f. An approximation of your Settlement Share appears on your Notice of Estimated Settlement Share accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You will be included in the Settlement and receive the Class Member Payment portion of your Settlement Share (if any) unless you opt out of the Settlement by mailing to the Settlement Administrator a signed "Request for Exclusion" letter, **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than 45 days after your Class Notice was re-mailed). The Request for Exclusion must include your name and signature, and must state, in substance:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE DHALIWAL V. APPLIED LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY SETTLEMENT SHARE."

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive the Class Member Payment portion of your Settlement Share, and you will retain the right you may have, if any, to pursue a claim against Applied. However, all PAGA Group Members (defined above) will be bound by the release of PAGA claims, and will receive the PAGA Group Payment portion of their Settlement Share, regardless of whether they opt out of the Settlement.

6. WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT AWARD IS INACCURATE?

The Court has appointed Apex Class Action Administration to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members' Settlement Shares and their entitlement to Settlement Shares.

If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Share to the Settlement Administrator with the information that you contend is correct **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than 45 days after your Class Notice was re-mailed). You should submit any

documentary evidence that you have along with the form. After consulting with you, Class Counsel, and Applied, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding on you and Applied, and non-appealable.

7. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

a. **Class Members.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Applied and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (the "Released Parties") that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from March 1, 2024 through [the end of the Class Period or, at Applied's election pursuant to section III.B of the Settlement, the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263] (the "Class Release Period"), Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment (the "Released Class Claims"). The Released Class Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys' fees and costs, and interest.

b. **PAGA Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, the State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties against Applied and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA and/or First Amended Complaint that, from October 18, 2024 through [the end of the PAGA Period or, at Applied's election pursuant to section III.B of the Settlement, the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263] (the "PAGA Release Period"), Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish

accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All PAGA Group Members will release the Released PAGA Claims and receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

c. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of $10,000 in consideration of initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action. This payment, which will be paid in addition to Plaintiff's Settlement Share, will be made out of the Total Settlement Amount.

d. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court award them not more than $75,000 (one-third (1/3) of the Total Settlement Amount) for attorneys' fees and up to $15,000 for their expenses incurred in connection with their work in this case. Applied does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys' fees and expenses payment is finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.

e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid $6,500 out of the Total Settlement Amount as the LWDA's share of the settlement of civil penalties (the "LWDA Payment"). This amount is subject to the Court's approval.

f. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, estimated to be no more than $11,500, will be paid out of the Total Settlement Amount.

g. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the

facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

8. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Applied and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information based on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than 45 days after your Class Notice was re-mailed). It is your obligation to keep the Settlement Administrator informed of any changes to your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

c. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must mail a written "Request for Exclusion" letter (described above), **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than 45 days after your Class Notice was re-mailed). Any person who timely and properly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be eligible to receive a Settlement Share, and will not be included in calculating the Class Member Payment portion of the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Applied, except that all PAGA Group Members (defined above) will release the Released PAGA Claims described above and will receive the PAGA Group Payment portion of their Settlement Share regardless of whether they request to be excluded from the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Consistent with Applied policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or requests to be excluded from the Settlement.

d. **Objecting to the Settlement.** If you do not submit a Request for Exclusion, you may object to the terms of the Settlement before final approval.

Any written objection must state your full name, current address, and current telephone number; contact information for any attorney representing you for purposes of your objection; all of your objections and their factual and legal bases; and whether you intend to appear at the final approval hearing; and must include any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection. Written objections to the Settlement must be mailed and postmarked by not later than **[45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than 45 days after your Class Notice was re-mailed). **MAIL YOUR OBJECTION TO:**

Dhaliwal v. Applied Settlement Administrator
c/o Apex Class Action Administration
[Settlement Administrator address]

If you choose to object to the Settlement, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so.

If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Settlement Share.

9. THE LAWYERS FOR THE PARTIES

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APPLIED'S COUNSEL

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DO NOT CALL THE COURT OR APPLIED'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [ ], 2026, at [ ]:[ ] [a.m./p.m.], in Department 7 of the Superior Court of California, County of Santa Clara, 191 N. 1st Street San

Jose, California 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **You do not need to appear at this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing and be heard as described in Section 8 above.

11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st 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.

PLEASE DO NOT CALL THE COURT OR APPLIED'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].

EXHIBIT B

[NOTICE OF ESTIMATED SETTLEMENT SHARE]

Exhibit B

NOTICE OF ESTIMATED SETTLEMENT SHARE

MOHINDERPAL DHALIWAL V. APPLIED MATERIALS, INC.
SANTA CLARA COUNTY SUPERIOR COURT CASE NO. 25CV466613

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____
Former Names (if any)

_____
New Street Address

_____
City State Zip Code

(III) Information Used to Calculate Your Estimated Settlement Share:

According to Applied Materials, Inc.'s ("Applied") records:

(a) you worked __ workweeks for Applied in a non-exempt position in California from March 1, 2024 through December 8, 2025.

(b) you worked __ pay periods for Applied in a non-exempt position in California from October 18, 2024 through December 8, 2025.

Based on the above, your Individual Class Member Payment is estimated at **$____** and your Individual PAGA Group Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at **$____**.

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

_____
_____
_____
_____
_____

If you dispute the above information from Applied's records, Applied's records will control unless you are able to provide documentation that establishes otherwise and that Applied's records are mistaken. If there is a dispute about whether Applied's information or your information is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator.

Date: _____ **Signature: _____**

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<45 DAYS AFTER MAILING OF CLASS NOTICE>>.

EXHIBIT C

[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

Exhibit C

(Counsel listed on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

MOHINDERPAL DHALIWAL, an individual,

Plaintiff,

v.

APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive,

Defendant.

Case No. 25CV466613

[PROPOSED] ORDER:

(1) PRELIMINARILY APPROVING PROPOSED SETTLEMENT;

(2) CONDITIONALLY CERTIFYING SETTLEMENT CLASS;

(3) APPOINTING CLASS REPRESENTATIVE, CLASS COUNSEL, AND SETTLEMENT ADMINISTRATOR;

(4) APPROVING CLASS NOTICE AND RELATED MATERIALS; AND

(5) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

Judge: Charles F. Adams
Dept.: 7

Complaint filed: May 23, 2025
FAC filed: [redacted], 2025
Trial date: None set

Exhibit C

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Attorneys for Defendant
APPLIED MATERIALS, INC.

Exhibit C

The joint motion of plaintiff Mohinderpal Dhaliwal ("Plaintiff") and defendant Applied Materials, Inc. ("Defendant" or "Applied") (together, the "Parties") for Preliminary Approval of Class Action Settlement (the "Motion") came on regularly for hearing before this Court on _____ at ____:____ a.m. / p.m. The Court, having considered the proposed Settlement Agreement (the "Settlement"), attached as Exhibit 1 to the Declaration of _____ filed concurrently with the Motion; having considered the Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith, and any argument presented at the hearing on the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the Class, which is defined as follows:

> All current and former employees who worked for Applied in a non-exempt position in California at any time from March 1, 2024 through December 8, 2025.

2. For purposes of the Settlement, the Court designates plaintiff Mohinderpal Dhaliwal as Class Representative, and designates Aaron A. Bartz of Bartz Law Group, APC and Walter L. Haines of United Employees Law Group, PC as Class Counsel.

3. The Court designates Apex Class Action Administration as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement and Final Approval Hearing ("Class Notice"), and the Notice of Estimated Settlement Share, attached as Exhibit A and Exhibit B, respectively, to the Settlement (collectively, the "Class Notice Packet").

5. The Court finds that the form of notice to the Class Members regarding the pendency of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Class Members to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

8. The Court directs the Settlement Administrator to mail the Class Notice Packet to the Class Members in accordance with the terms of the Settlement.

9. The Notice shall provide at least 45 calendar days' notice from the date of initial mailing for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes regarding the information shown on their Notices of Estimated Settlement Share.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court, located at 191 N. First Street, San Jose, California 95113, on _____, 2026 at ____:____ a.m. / p.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, representative payment to Plaintiff, and settlement administration costs should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

expenses, Plaintiff's representative payment, and settlement administration costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	**Date**
Applied to provide Class Member Information to Settlement Administrator no later than [30 days after preliminary approval]:	_____
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Member Information]:	_____
Deadline for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes to the Settlement Administrator regarding information shown on Notices of Estimated Settlement Share [45 days after mailing of Class Notice Packets]:	_____
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:	_____
Final Approval Hearing:	_____

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____.

_____
The Honorable Charles F. Adams
Judge of the Superior Court

EXHIBIT D-1

[PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT]

Exhibit D-1

(Counsel listed on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

MOHINDERPAL DHALIWAL, an individual,

Plaintiff,

v.

APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive,

Defendant.

Case No. 25CV466613

[PROPOSED] ORDER GRANTING JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Charles F. Adams
Dept.: 7

Complaint filed: May 23, 2025
FAC filed: [redacted], 2025
Trial date: None set

Exhibit D-1

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Attorneys for Defendant
APPLIED MATERIALS, INC.

Exhibit D-1

On _____, a hearing was held on the joint motion of plaintiff Mohinderpal Dhaliwal ("Plaintiff") and defendant Applied Materials, Inc. ("Defendant" or "Applied"), for final approval of their class settlement (the "Settlement") and payments to the Labor and Workforce Development Agency ("LWDA") and the Settlement Administrator. _____ of Bartz Law Group, APC appeared for Plaintiff, and Zachary P. Hutton of Sheppard, Mullin, Richter & Hampton LLP appeared for Applied.

The parties have submitted their Settlement, which this Court preliminarily approved by its order dated _____ (the "Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on _____, the Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The certification of the following Class is confirmed for the purpose of entering a settlement in this matter:

> All current and former employees who worked for Applied in a non-exempt position in California at any time from March 1, 2024 through December 8, 2025.

2. The Settlement Administrator received __ valid requests for exclusion from the Class. The employee identification numbers of the individuals who timely submitted valid requests for exclusion are listed in Exhibit __ to the Declaration of [Apex Representative] on behalf of Apex Class Action Administration filed on _____.

3. The Court confirms the appointment of plaintiff Mohinderpal Dhaliwal as Class Representative, and designates Aaron A. Bartz of Bartz Law Group, APC and Walter L. Haines of United Employees Law Group, PC as Class Counsel.

4. Pursuant to the Preliminary Approval Order, a Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Class Notice") was sent to

each Class Member by first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their right to receive an Individual Class Member Payment and/or Individual PAGA Group Member Payment, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the final approval hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No Class Members objected to the Settlement as part of this notice process or stated an intent to appear at the final approval hearing.

5. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

6. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the proposed class, as defined in the definitions section of the Settlement, meets all of the legal requirements for class certification, and it is hereby ordered that the Class is finally approved and certified as a class for purposes of the Settlement.

7. [The Court overrules the objections raised by objecting Class Members.]

8. The Court further finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who have not opted out will be bound by the Settlement, except that PAGA Group Members (as defined in the Settlement, all Class Members who worked for Applied in a non-exempt position in California at any time from October 18, 2024 through December 8, 2025 will release the PAGA claims released in the Settlement, and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement. The Settlement is ordered finally approved, and all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

9. The Court finds and determines that the Settlement payments to be paid to the Class Members (including the Individual Class Member Payments to be paid to Class Members who did

not timely submit a valid Request for Exclusion and Individual PAGA Group Member Payments to be paid to all PAGA Group Members), as provided for by the Settlement, are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts to be made to the Class Members out of the Net Settlement Amount in accordance with the Settlement.

10. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(s)(2), (s)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA, on the date the parties filed with the Court the motion seeking preliminary approval of the Settlement, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA.

11. The Court finds and determines that the resolution of the Released PAGA Claims and the PAGA Civil Penalties, which includes the payment to the LWDA of $6,500 and the payment to PAGA Group Members of $3,500 as their respective shares of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of the PAGA Civil Penalties be paid out of the Total Settlement Amount in accordance with the Settlement.

12. The Court finds and determines that the fees and expenses of Apex Class Action Administration in administrating the Settlement, in the amount of $[11,500], are fair and reasonable. The Court hereby grants final approval to and orders that the payment of approximately that amount be paid out of the Total Settlement Amount in accordance with the Settlement.

13. In addition to any recovery that Plaintiff may receive as his Settlement Share, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment of a Class Representative Service Payment to Plaintiff in the amount of $[10,000]. This amount shall be paid from the Total Settlement Amount.

14. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of a Class Counsel Fees Payment to Class Counsel in the sum of $[75,000], plus a

Class Counsel Litigation Expenses Payment in the amount of $[15,000]. These amounts shall be paid from the Total Settlement Amount.

15. The parties are hereby ordered to comply with the terms of the Settlement.

16. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: _____.

_____
The Honorable Charles F. Adams
Judge of the Superior Court

EXHIBIT D-2

[PROPOSED FINAL JUDGMENT]

Exhibit D-2

(Counsel listed on the next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

MOHINDERPAL DHALIWAL, an individual, Plaintiff, v. APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive, Defendant.	Case No. 25CV466613 **[PROPOSED] FINAL JUDGMENT** Judge: Charles F. Adams Dept.: 7 Complaint filed: May 23, 2025 FAC filed: [redacted], 2025 Trial date: None set

Exhibit D-2

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APPLIED MATERIALS, INC.

Exhibit D-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Settlement Agreement and the Order Granting Final Approval of Settlement, plaintiff Mohinderpal Dhaliwal ("Plaintiff"), and all members of the Class, shall take nothing by their complaint in this Action.

2. Without affecting the finality of this judgment in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

3. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the parties. The Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and the written certification of the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

4. The Court finds that in consideration for their awarded Individual Class Member Payments, as of the date the Settlement becomes Final and is fully funded, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Applied Materials, Inc. ("Applied") and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (collectively, the "Released Parties") that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from March 1, 2024 through [the end of the Class Period or, at Applied's election pursuant to section III.B of the Settlement, the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263] (the "Class Release Period"), Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide

meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment (the "Released Class Claims"). The Released Class Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200 *et seq.*, and the Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, any other related federal, state or municipal law, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, attorneys' fees and costs, and interest.

5. The Court finds that in consideration for their respective shares of the PAGA Civil Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California and all PAGA Group Members release any and all claims against Applied and the other Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA and/or First Amended Complaint that, from October 18, 2024 through [the end of the Class Period or, at Applied's election pursuant to section III.B of the Settlement, the date on which the actual number of workweeks worked by Class Members during the Class Period reaches 63,263], Applied failed to pay all wages due at the correct rate of pay, including minimum wages, straight-time wages, overtime, and paid sick leave; provide meal and rest periods and pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due upon separation of employment (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims brought under California Labor Code sections 200-204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order.

All PAGA Group Members will release the Released PAGA Claims and receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

6. The parties shall bear his, her, its or their own respective attorneys' fees and costs except as otherwise provided in the Settlement, the Order Granting Final Approval of Settlement, and this Judgment.

The Court enters final judgment in the Action in accordance with the Settlement and the Final Approval Order, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: _____.

_____

The Honorable Charles F. Adams
Judge of the Superior Court

EXHIBIT 2

BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

March 10, 2025

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Applied Materials, Inc.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: ***PAGA Letter – Mohinderpal Dhaliwal v. Applied Materials, Inc.***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group, PC represent Mohinderpal Dhaliwal and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with Applied Materials, Inc. ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer engages in the provision of manufacturing equipment, services, and software to the semiconductor, display, and related industries. Plaintiff Dhaliwal was employed as a non-exempt employee for Employer from 2015 until January 2025. Plaintiffs worked for Employer in California within the last year and were subject to the same wage and hour violations as Plaintiff Dhaliwal.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Dhaliwal and all other aggrieved employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer's policy and practice of not paying for all hours worked, as well as failing to pay for all overtime hours, including 8 in a given day or 40 hours per workweek. For example, Plaintiff Dhaliwal and other aggrieved employees were required to arrive to work early, change into protective clothing, and then notify his supervisors, who would then allow him to start his workday. Moreover, after his shifts, Plaintiffs and other aggrieved employees were required to change out of their protective clothing, and regularly receive and respond to text messages about work, without compensation. Employer further fails to pay the regular rate for all overtime hours worked, as it fails to account for non-discretionary pay within Plaintiffs' due and owing compensation. As such,

Employer is in violation of Labor Code §§ 226.7, 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "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." Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Because of Employer's policies and procedures, understaffing, and other reasons, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to complete their jobs before taking their required meal period. Moreover, Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to work duties, disciplining Plaintiffs when they took rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

E. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

F. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiff Dhaliwal and the Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of Employer. For example and without limitation, Plaintiffs incurred mileage expenses during the workday by using their personal automobiles for company business, but Employer fails and refuses to reimburse Plaintiffs for the usage of their personal automobiles for work matters.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Dhaliwal and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Additionally, Employer must preserve any and all evidence relating to Plaintiff Dhaliwal's employment. This letter constitutes notice and a demand to preserve evidence under *Cedars-Sinai Medical Center v. Superior Court* (1998) 18 Cal.4th 1, 12. In particular, please maintain all video and audio recordings of Plaintiff Dhaliwal, all information in Plaintiff's files and in any computer system, including but not limited to hard files, computer or digital files, Outlook folders, direct messages, Teams, Zoom and/or Slack messages, archives, e-mails, office applications, calendars, faxes, tasks, project files, and any other files, drives, and information. Employer may have relevant evidence including e-mail and draft documents stored in electronic or digital form, which must be preserved.

Please note that litigants owe an "uncompromising duty to preserve" what they know or reasonably should know may be relevant evidence in a pending lawsuit. *Kronisch v. United States* (2nd Cir. 1998) 150 F.3d 112, 126-127, 130; *Mathias v. Jacobs* (Fed. Cir. 1996) 197 F.R.D. 29, 37; *Reeves v. MV Transportation, Inc*. (2010) 186 Cal.App.4th 666, 681. The duty to preserve exists when a party "is on notice that documents and information in its possession are relevant to litigation, or potential litigation, or are reasonably calculated to lead to the discovery of admissible evidence." *Kronisch*, *supra*, at 126-127; *Wm. T. Thompson Co. v. General Nutrition Corp., Inc.* (C.D. Cal. 1984) 593 F. Supp. 1443, 1455. This duty extends to documents that are "relevant in the action, [are] reasonably calculated to lead to the discovery of admissible evidence, [are] reasonably likely to be requested during discovery, and/or [are] the subject of a pending discovery request." *Wm. T. Thompson*, *supra*, at 1455.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT 3

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Attorneys for Plaintiffs MOHINDERPAL DHALIWAL and all others similarly situated

Electronically Filed by Superior Court of CA, County of Santa Clara, on 3/3/2026 9:24 AM Reviewed By: A. Floresca Case #25CV466613 Envelope: 22846642

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MOHINDERPAL DHALIWAL, an individual; on behalf of himself and all others similarly situated;

Plaintiffs,

v.

APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 20, inclusive,

Defendant.

Case No.: 25CV466613

[Assigned for all purposesto: Hon. Charles F. Adams, Dept. 7]

[Unlimited Jurisdiction]

FIRST AMENDED COMPLAINT FOR:

1. Violation of B&PC §17200, et seq.;
2. Violation of Labor Code §§ 204, 510, 1194 and 1198;
3. Violation of Labor Code §§ 200, et seq.;
4. Failure to Pay Meal and Rest Break Premium at the Proper Regular Rate of Pay (Labor Code § 226.7);
5. Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226;
6. Failure to Provide Meal Periods (Lab. Code §226.7);
7. Failure to Provide Rest Breaks (Labor Code § 226.7);
8. Failure to Reimburse Expenses (Labor Code § 2802);
9. Violation of Labor Code §§2698-2699.

DEMAND FOR JURY TRIAL

Plaintiff MOHINDERPAL DHALIWAL ("Plaintiff"), on behalf of himself and all other persons similarly situated, and the general public (hereinafter, "Plaintiffs") for his causes of action against APPLIED MATERIALS, INC. ("AMAT" or "Defendant"), and DOES 1-20, (collectively "Defendants") allege as follows:

I. PARTIES

1. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is a resident of Santa Clara County, State of California.

2. Plaintiff is informed and believes and based thereon alleges that at all times mentioned herein, Defendant AMAT is a Delaware corporation, and is operating in the county of Santa Clara.

3. Plaintiff is informed and believes and based thereon alleges that Defendants were responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiff to be subjected to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

4. Plaintiff is unaware of the names and capacities of those Defendants by the fictitious names of Does 1 through 20, inclusive. Plaintiff is informed and believes that the fictitiously named Defendants are responsible for the matters described in this Complaint.

5. Plaintiff sues DOES 1 to 20 by fictitious names. Plaintiff will amend this Complaint to assert the true names and capacities as they become known. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

6. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

7. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment. At all times herein mentioned, Defendants approved of, condoned, and/or otherwise ratified every one of the acts or omissions complained of herein.

8. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

9. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

II. JURISDICTION

10. This is a civil action seeking recovery of unpaid wages, waiting time penalties, pay stub penalties and meal and rest period premiums under California Labor Code §§ 201-203, 210, 226, 226.3, 226.7, 245, 246, 256, 510, 511, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.5, 2698 et seq., and 2802. Plaintiffs bring an action for monetary damages for failure to pay wages as well as for restitution for Defendants' violations of Business and Professions Code (B&PC) §17200, et seq., including full restitution of all compensation retained by Defendants as a result of their unlawful, fraudulent and unfair business practices. Plaintiffs seek all available relief, including full restitution of all compensation retained by Defendants as a result of their unlawful and unfair business practices. Further, Plaintiffs seek injunctive relief under B&PC §17200, et seq. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

11. The California Superior Court also has jurisdiction in this matter because both the relief sought herein exceeds the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

12. The California Superior Court also has jurisdiction in this matter because Defendants' corporate officers direct, control, and coordinate Defendants' activities from the State of California.

13. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs were California citizens and Defendants have operated business within California, including from Defendants' principal place of business

within California. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

III. VENUE

14. Venue in Santa Clara County is proper in this matter as Defendants' liabilities and obligations arose in Santa Clara County, including Defendants' statutory obligations to pay Plaintiff his wages for all hours worked, overtime wages, straight time wages, minimum wages, timely wages upon termination and/or resignation, provide legally compliant meal and rest periods, maintain and submit accurate wage statements, failure to reimburse expenses, and to comply with Defendants' other employment obligations as described herein.

PLAINTIFF CLASSES

15. The class representative Plaintiffs who worked in the position of an hourly non-exempt employees or other similar title while employed by Defendants within the State of California, is as follows:

a. Mohinderpal Dhaliwal

Plaintiff Dhaliwal worked within California as a non-exempt employee between 2015 and 2025.

16. At all times mentioned herein, Plaintiffs and the entirety of the hourly Class identified herein are current and former employees of Defendants who were not properly paid all their wages, including but not limited to, proper premium overtime, and/or double time due to Defendants' failure to properly calculate the regular rate and/or include all hours worked in a week to determine hours over eight (8) in a given day, or forty (40) in a week.

CLASS ACTION ALLEGATIONS

17. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiffs seek to represent are composed of and defined as follows:

Class 1:

All non-exempt hourly employees who worked for Defendants in California from 2019 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay;

Subclass 1:

All non-exempt hourly employees who worked for Defendants in California from March 1, 2024 through December 8, 2025, who were not pay the regular rate of pay for meal and rest period premiums;

Class 2:

All non-exempt hourly employees who worked for Defendants in California from March 1, 2024 through December 8, 2025, who were not paid the minimum wage for all hours worked (Minimum Wage Class);

Class 3:

All non-exempt hourly employees who worked for Defendants in California and who worked at some point from March 1, 2024 through December 8, 2025, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

Class 4:

All non-exempt hourly employees who worked for Defendants in California from March 1, 2024 through December 8, 2025 who were not provided legally compliant meal periods (Meal Break Class);

Class 5:

All non-exempt hourly employees who worked for Defendants in California from March 1, 2024 through December 8, 2025 who were not provided legally-compliant rest breaks (Rest Break Class);

Class 6:

All non-exempt hourly employees who worked for Defendants in California from March 1, 2024 through December 8, 2025 who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

Class 7:

All non-exempt hourly employees who worked for Defendants in California from March 1, 2024 through December 8, 2025 who were not reimbursed for their necessary and reasonable

business expenses (Reimbursement Class).

The members of the classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes are unknown to Plaintiffs at this time; however, it is estimated that the classes number greater than 100 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. There are common questions of law and fact as to Plaintiffs and all others similarly situated which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid their employees proper premium overtime and/or double time at the employees' regular rate for hours over eight (8) in a day and/or forty (40) hours in a week, in paying their hourly non-exempt employees;

ii. Whether Defendants violated the applicable Labor Code provisions including §510, 1194, and 203 by requiring substantial overtime work and not paying for said work according to the overtime laws of the State of California;

iii. Whether Defendants failed to pay the appropriate premium overtime compensation to the hourly employees;

iv. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and the class members of the use of monies or sums to which Plaintiffs and the class were legally entitled;

v. Whether Defendants engaged in unfair business practices;

vi. Whether Defendants, and each of them, were participants in the alleged unlawful conduct;

vii. Whether Defendants' conduct was willful or reckless;

viii. The effect upon and the extent of injuries suffered by Plaintiffs and all others similarly situated and the appropriate amount of compensation;

ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;

x. Whether Defendants pay and continue to pay for missed meal and rest period premiums at an allegedly "reduced" rate of pay in violation of Sections 11 and 12 of the applicable Wage Orders and/or Labor Code § 226.7;

xi. Whether Defendants violated Labor Code §226 and relevant IWC Wage Orders by failing to, among other violations, accurately report total hours worked, all applicable hourly rates in effect during each pay period, meal and rest period premiums, and the corresponding number of hours worked at each hourly work, by Plaintiffs and the members of the Class;

xii. Whether Defendants knowingly and intentionally failed to maintain records for Plaintiffs and members of the Class as required by Labor Code § 1174 and the applicable IWC Wage Orders;

xiii. Whether Defendants failed to reimburse Plaintiffs and the class members for necessary expenditures incurred in the performance of their work for Defendants;

19. Plaintiffs' claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through their attorneys who are skilled and experienced in handling matters of this type. Plaintiffs have no claim or interest that is antagonistic to any class member.

20. The nature of this action and the nature of laws available to the members of the classes and subclasses identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein. Further, this claim involves a large corporate employer, Defendant AMAT, and a large number of individual employees (Plaintiffs and all others similarly situated) with many relatively small claims with common issues of law and fact. If each employee were required to file an individual

lawsuit, the corporate defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, of which the Plaintiffs experienced, is representative of the class mentioned herein and will establish the right of each of the members of the named class to recovery on the causes of action alleged herein.

21. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or (b) legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

22. Plaintiffs and all others similarly situated are entitled to the wages and other monies unlawfully withheld. This action is brought for the benefit of the public.

FIRST CAUSE OF ACTION

(Violation of B&PC §17200, et seq.)

23. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

24. Beginning March 1, 2024 through December 8, 2025, Defendants have violated B&PC §17200, including the practices alleged herein.

25. Defendants, and each of them, have engaged in the practice of paying their non-exempt hourly employees, including Plaintiff, in a fashion that circumvents California minimum wage and overtime laws.

FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION

26. Plaintiffs worked off-the-clock separate and apart from his shift hours, and Defendants failed to pay Plaintiffs for any of this time. Defendants further failed to pay for all compensation due and owing to Plaintiffs, including but not limited to earned bonuses.

27. Defendants, and each of them, consistently administered policies and practices requiring Plaintiffs to work outside of their shift hours, and as such, Plaintiffs are entitled to restitution of these wages obtained from Defendants.

VIOLATION OF LABOR CODE § 200, ET SEQ.

28. Defendants further failed to provide Plaintiffs all wages at the time of their separation in violation of Labor Code § 200, et. seq., including but not limited to, §§201, 202, 203 & 204.

29. Labor Code § 200, et seq. provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon the employee's involuntary separation from employment; immediately upon his or her voluntary separation if the employee gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee voluntarily separated, but did not give at least seventy-two (72) hours notice.

30. Defendants have failed and refused to pay Plaintiffs their timely final paychecks detailing the proper amount of pay from Defendants in violation of Labor Code § 200, et. seq.

31. Pursuant to Labor Code § 200, et seq. Plaintiffs are entitled to one (1) day of pay in penalties for each day that they were paid late, until payment was made, up to a maximum of thirty (30) days.

VIOLATION OF MEAL AND REST PERIOD PROVISIONS

32. Defendants' improper meal and rest period policies are in violation of California law including, but not limited to Labor Code § 226.7, 512, and the applicable IWC Wage Orders. Plaintiffs are entitled to wages at their regular rate of pay for each violation where Defendants

violated the meal and rest break provisions and paid Plaintiffs the missed meal and rest period premiums at an artificially reduced regular rate. Plaintiffs are entitled to 1 hour of pay for each meal and rest break violation at their regular rate of pay.

33. Plaintiffs seek restitution and injunctive relief for those violations.

34. At all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving Plaintiffs the minimum working standards and conditions due to him under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an order requiring Defendants to timely pay restitution to Plaintiffs, including back wages, premium payments, and interest.

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

35. Defendants, and each of them, further failed to provide Plaintiffs with proper and understandable itemized wage statements, as required by Labor Code § 226.

36. Defendants, and each of them, failed to provide Plaintiffs with itemized wage statements which state the actual regular rate paid, the total hours worked by the employee, the gross and net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, and all meal and rest period premium payments owed.

FAILURE TO REIMBURSE EXPENSES

37. Defendants have adopted and implemented an illegal reimbursement policy that failed to compensate Plaintiffs for all necessary business expenses incurred in discharging their duties for Defendants.

38. Defendants' conduct in failing to reimburse Plaintiffs for their necessary business expenses is also unfair within the meaning of Business and Professions Code §17200 because it is against established public policy and has been pursued to attain an unjustified monetary advantage for Defendants by unfairly and unlawfully reducing Plaintiffs' compensation, as Plaintiffs are required to come out of pocket for such expenses. As such, Defendants' business practices, including their illegal reimbursement policy and practice, is unfair, illegal and

fraudulent, in that such policy and practice was intended to reduce Plaintiff's due and owing compensation.

SECOND CAUSE OF ACTION

RECOVERY OF UNPAID WAGES & PENALTIES

(Violation of Labor Code §§ 204, 510, 1194 and 1198)

39. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

40. Plaintiffs and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendants employed and scheduled all employees in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders. Labor Code § 204 also establishes the fundamental right of all employees in the State of California to be paid the proper amount of wages in a timely fashion for their work, including overtime. Defendants failed to timely pay all wages during employment, including all wages due at the correct rate of pay, including minimum wages, straight time wages, overtime, and paid sick leave. Defendants always had a written and verbal agreement to pay overtime and double time based on the Plaintiffs' and classes' regular rate of pay.

41. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiffs may bring a civil action for overtime wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement (hereinafter "DLSE") and may recover such wages, together with interest thereon, penalties, attorneys' fees and costs.

42. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all persons similarly situated wages when due as required by Labor Code § 204.

43. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders.

44. At all times relevant hereto, Plaintiffs are informed and believe and thereon allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this

classification, Defendants have willfully violated the Labor Code with respect to meeting the requirements of paying one (1) regular rate of pay and calculating overtime and double time based on that regular rate, as herein before alleged. Defendants have failed to properly pay premium overtime for hours worked in a week, and as such, Defendants are able to reduce their overhead and operating expenses and gain an unfair advantage over competing companies complying with state law. Furthermore, Defendants have failed to include all items of remuneration when determining the employees' regular rate of pay, as described above.

45. Plaintiffs are informed and believe and thereon allege that Defendants consistently administered a corporate policy regarding both staffing levels and duties and responsibilities of the members of the classes which required the entirety of all classes to work overtime without proper premium pay, and to fail all wages for hours worked. This corporate policy and pattern of conduct was/is accomplished with the advance knowledge and design of all Defendants herein. Thus, Plaintiffs and all others similarly situated routinely, regularly and customarily performed overtime work and/or work that they failed to be compensated at the appropriate hourly wage.

46. Plaintiffs are informed and believe and thereon allege that the obligations and responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly situated merely allege wrongdoing with Defendants' pay plans, policies and practices. Further, the duties of Plaintiffs and all others similarly situated are not relevant in certifying any of the classes.

47. Defendants, and each of them, had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages of all such non-exempt employees. Defendants have willfully failed to pay the earned and unpaid wages of such individuals, including, but not limited to regular pay, premium pay, and other wages earned and remaining uncompensated according to amendment, or proof.

48. The pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance of

the full amount of all wages owing, including the proper calculation of the regular rate and the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are owing, including interest thereon, willful penalties, reasonable attorneys' fees, and costs of suit according to the mandate of Labor Code § 1194, et. seq.

49. Likewise, Defendants have a pattern, practice and uniform administration of corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to pay Plaintiffs and the class the meal and rest period premium payments at the regular rate.

THIRD CAUSE OF ACTION

(Violation of Labor Code §§ 200, et. seq.)

50. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

51. Labor Code §§ 200, et. seq., provides that an employer is required to pay an employee all wages (including accrued vacation) immediately upon an employee's involuntary separation from employment; immediately upon her voluntary separation if the employee gave at least seventy two (72) hours notice, and within seventy two (72) hours, if the employee voluntarily separated, but did not give at least seventy two (72) hours notice.

52. Plaintiffs Dhaliwal and other former employees of Defendants employed in the State of California separated from employment with Defendants, and did not timely receive a final pay check with all of their wages due from Defendants in violation of Labor Code §§ 200, et seq. Plaintiffs are informed and believe and thereon allege that Defendants also violated the mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during the period of time covered by this action.

53. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer works for Defendants, and who was not timely paid all of his or her wages due during his or her employment, and is entitled to one (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

FOURTH CAUSE OF ACTION

FAILURE TO PAY MEAL AND REST PERIOD PREMIUMS AT THE PROPER REGULAR RATE OF PAY

(Violation of Labor Code §§ 226.7 & 512, et seq.)

54. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

55. Plaintiffs believe and thereon allege that Labor Code §226.7 requires an employer to pay an additional hour of compensation at the employee's regular rate of pay for each meal period and rest period violation. During the class period, Plaintiffs are informed and believe, and based thereon allege that Defendants have failed to pay Plaintiffs and the class members meal period and rest period premium pay at their regular rate of pay. Defendants' improper meal and rest period practices and policies are in violation of California law including, but not limited to Labor Code § § 226.7, 512, and the IWC Wage Orders.

56. Pursuant to Labor Code §226.7, Plaintiffs are entitled to damages in an amount equal to one (1) hour of the employee's regular rate of pay per each meal and rest period violation, in a sum to be proven at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

57. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

58. Labor Code §226(a) provides, in pertinent part:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. . ..

59. During the Class Period, Defendants knowingly and intentionally failed to provide the Class Members, including Plaintiff Dhaliwal, with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing that Class Member, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by that Class Member. Defenants also failed to maintain accurate records as required by law.

60. The Class Members, including Plaintiffs, suffered injury as a result of Defendants' knowing and intentional failure to provide the Class Members, with the wage and hour statements required by law.

61. Based on Defendants' conduct as alleged herein, Defendants are liable for actual damages, statutory damages and/or statutory penalties pursuant to California Labor Code § 226, attorney's fees and costs and other applicable provisions of the Labor Code and applicable Wage Order.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512)

62. Plaintiffs re-allege and incorporate by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

63. California Labor Code § 512 and IWC Wage Orders state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with

a second meal period of not less than 30 minutes. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. California Labor Code § 226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

64. Employers are prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

65. Plaintiffs and members of the Class were not provided with or given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and the members of the Class to forego meal periods by disciplining and/or threatening disciplinary action against them if they attempted to take meal periods, created incentives to forego meal breaks, and encouraged the skipping of meal periods by scheduling work to coincide with the meal periods, among other things. In addition, Defendants placed unnecessarily tight timelines on Plaintiffs' work, forcing them to miss their meal periods in order to complete their jobs. As a result, Plaintiffs and members of the Class were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, Defendants failed to count as time worked any "on duty" meal period taken by Plaintiffs and the members of the Class.

66. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that the meal period is not provided. As such, Plaintiffs and members of the Class are entitled to an additional one hour's pay for each day in which Plaintiffs and members of the Class were not provided a proper meal break under the above-described authorities.

67. Plaintiffs and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

SEVENTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT REST PERIODS

(Violation of Labor Code § 226.7)

68. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

69. The applicable IWC Wage Orders state that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

70. Plaintiffs and Class Members were not permitted to take rest periods, were required to work during their rest periods, and/or were disciplined and/or were advised that they would be disciplined if they took rest periods during work hours, in contravention of California law.

71. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

72. As such, Plaintiffs and the Class members are entitled to an additional one hour's pay for each day in which they were not provided a proper rest period under the above-described authorities.

73. Plaintiffs and the members of the Class request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE EXPENSES

(Violation of (Labor Code § 2802)

74. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

75. California Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

76. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times Plaintiffs and the class members incurred certain expenses for their jobs with Defendants, including but not limited to using their own personal cell phones, use of their personal vehicles for work purposes without reimbursement. Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for all of their expenditures in carrying out their duties for Defendants.

77. As a result of Defendants' failure to indemnify Plaintiff and the class members, they have suffered losses according to proof, including prejudgment interest, costs, and attorneys' fees in prosecuting this case.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Violation of Labor Code §§ 2698 and 2699)

78. Plaintiff re-alleges and incorporates by reference as if fully set forth herein, the allegations of the preceding paragraphs.

79. On or about March 10, 2025, Plaintiff Dhaliwal provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

80. The LWDA failed to respond to Plaintiff's counsel's correspondence and failed to

notify Plaintiff's counsel as to whether it would investigate the allegations contained therein, within the time period requirements of the Private Attorneys General Act (PAGA), under Labor Code §2699.3. Plaintiff has fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

81. Defendants' failure to pay Plaintiff and other aggrieved employees for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 245, 246, 510, 512, 551, 552, 1174, 1194, 1198, 2802 and IWC Wage Orders.

82. Plaintiff is an aggrieved employee as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiff brings this cause of action on behalf of himself, as a private attorney general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

83. Defendants committed numerous violations of the California Labor Code and IWC Wage Orders against the Plaintiff, and on information and belief, against other aggrieved employees while they were employed by Defendants, including but not limited to:

a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by failing to pay Plaintiff and the aggrieved employees, all minimum, straight time and overtime wages owed in compliance with California law;

b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiff and the aggrieved employees by failing to pay for a missed meal or rest period at the regular rate of pay;

c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by failing to pay Plaintiff and other aggrieved employees, all minimum wages owed in compliance with California law;

d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage Orders by failing to pay Plaintiff and other aggrieved employees, all wages owed during employment in a timely manner in compliance with California law;

e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by failing to provide Plaintiff and other aggrieved employees the opportunity to take the requisite meal periods in compliance with California law;

f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by failing to authorize and permit Plaintiff and other aggrieved employees, the opportunity to take the requisite rest periods in compliance with California law;

g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by failing to properly maintain accurate employment time and records, maintain and/or submit accurate itemized wage statements on behalf of Plaintiff and other aggrieved employees, as described herein;

h. Defendants failed to pay all wages due at the correct rate of pay, including but not limited to sick leave;

i. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by failing to pay Plaintiff and other aggrieved employees, as described herein; and

j. Defendants violated Labor Code § 2802 and/or the IWC Wage Orders by failing to pay Plaintiff and other aggrieved employees all of their reasonable and necessary expenses.

84. Pursuant to Labor Code § 2699, Plaintiff and all other aggrieved current and former employees seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the California Labor Code and applicable wage order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 245, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699, and IWC Wage Orders. Plaintiff and aggrieved current and former employees further seek and award of reasonable attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That the Court determine this action may be maintained as a class action;

As to the First Cause of Action:

2. For an order preliminarily and permanently enjoining Defendants from engaging in the practices challenged herein;

3. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendants by means of the unfair practices complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 201, 202, 510 and 1194, and interest, and attorneys' fees as a result of the unfair business practices;

4. For an order finding and declaring that Defendants' acts and practices as challenged herein are unlawful, and unfair and/or fraudulent;

5. For an accounting, under administration of Plaintiffs and subject to court supervision, to determine the amount to be returned by Defendants and the amounts to be refunded to members who are or were not paid all their wages due to Defendants' unfair business practices;

6. For the creation of an administrative process wherein each injured current and former employee receives his or her back wages in the form of overtime pay or alternatively that each current or former eligible employee may submit a claim in order to receive his/her money;

7. For an order requiring Defendants to make full restitution and payment pursuant to B&PC §§ 17200, et seq.;

8. For all other appropriate declaratory and equitable relief;

9. For pre-judgment interest to the extent permitted by law;

10. For an order requiring Defendants to identify, by name, address and telephone number of each person who worked in California as an hourly non-exempt employee for Defendants between March 1, 2024 and December 8, 2025;

11. For an order imposing all civil and statutory penalties provided by law.

As to the Second and Fourth Cause of Action:

12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders) regarding wages due and owing;

13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for reasonable attorneys' fees;

14. For an order imposing all civil and statutory penalties provided by law.

As to the Third Cause of Action:

15. For waiting time penalties for all former employees not timely paid their last pay check, including vacation pay;

16. For reasonable attorneys' fees and costs;

17. For an order imposing all civil and statutory penalties provided by law.

As to the Fifth Cause of Action:

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

As to the Sixth Cause of Action:

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

As to the Seventh Cause of Action:

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

As to the Eighth Cause of Action:

26. For recovery of all necessary expenditures or losses incurred by Plaintiffs and the class members, according to proof;

27. For pre-judgment interest as allowed by Labor Code §§ 218.6, 1194(a), and Civil Code § 3287;

28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

As to the Ninth Cause of Action:

29. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

30. For an order imposing all civil and statutory penalties provided by law;

31. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

32. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

33. For reasonable costs incurred;

34. For such other and further relief as this Court may deem just and proper.

Dated: March 3, 2026

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff MOHINDERPAL DHALIWAL and all others similarly situated

REQUEST FOR JURY TRIAL

Plaintiff requests a jury trial on all issues triable to a jury.

Dated: March 3, 2026

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff MOHINDERPAL DHALIWAL and all others similarly situated

PROOF OF SERVICE - C.C.P. §§ 1013B, 2015.5
STATE OF CALIFORNIA

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

On March 3, 2026, I served true copies of the foregoing documents described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action, addressed as follows:

Zachary P. Hutton, Esq. — *Attorneys for Defendant*
Anna Skaggs, Esq.
Susan Haines, Esq.
SHEPPARD MULLIN RICHTER & HAMPTON, LLP
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Email: zhutton@sheppardmullin.com
askaggs@sheppardmullin.com
shaines@sheppardmullin.com

Walter L. Haines, Esq. — *Co-Counsel for Plaintiff*
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Email: walter@uelglaw.com

() BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above date and placed for collection and mailing at my place of business. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(X) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 3, 2026.

/s/ Leanne Nguyen-Phuoc/s/
Leanne Nguyen-Phuoc

EXHIBIT 4

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:
Aaron A. Bartz
BARTZ LAW GROUP, APC
aaron@bartzlawgroup.com
949.504.4413

Case Name: **Dhaliwal v. Applied**
Date: Tuesday, December 9, 2025
RFP Number: 11210003

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	**924**
Certified Language Translation:	**Yes**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	2	$250.00
Data Analyst	Per Hour	$150.00	3	$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$700.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.25	924	$1,155.00
USPS First Class Postage	Per Piece	$0.74	924	$683.76
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.25	185	$415.80
Receive and Process Undeliverable Mail	Per Hour	$75.00	1	$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	2	$150.00
NCOA Address Update (USPS)	Static Rate	$224.78	1	$224.78
Certified Language Translation: Spanish	Static Rate	$1,200.00	1	$1,200.00
			Sub Total:	$4,024.34
Project Management				
Project Management	Per Hour	$150.00	3	$450.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$770.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$280.00	1	$280.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$280.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	3	$360.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.00	924	$924.00
USPS First Class Postage	Per Piece	$0.74	924	$683.76
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.25	92	$207.90
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	8	$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,000.00	1	$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$4,895.66
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	2	$270.00
Project Management Reconciliation	Per Hour	$100.00	2	$200.00
Declarations	Per Hour	$120.00	3	$360.00
			Sub Total:	$830.00

WILL NOT EXCEED: $11,500.00

Thank you for your business!

APEX
CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney’s fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.


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