

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiffs Abshir Farah (“Farah”) and Rogelio Garcia (“Garcia”) (collectively, Farah and Garcia are “Plaintiffs”), and defendants Proactive Business Solutions, Inc. (“Proactive”) and Applied Materials, Inc. (“Applied”) (collectively, Proactive and Applied are “Defendants”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. RECITALS

- A. On August 18, 2023, Garcia filed a complaint against Proactive in the Superior Court of the State of California, for the County of Santa Clara, entitled *ROGELIO GARCIA, individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. PROACTIVE BUSINESS SOLUTIONS, INC., a California Corporation; and DOES 1 through 10, inclusive, Defendants*, Case No. 23CV421189 (the “Garcia Action”). The Garcia Action asserted putative class claims against Proactive for alleged failure to pay all wages due, including minimum wages and overtime wages, provide meal and rest periods, furnish accurate itemized wage statements, pay timely wages, pay all wages due to discharged and quitting employees, and reimburse all business expenses. The Garcia Action also asserted a claim for unfair competition under California Business and Professions Code section 17200.
- B. On August 23, 2023, Garcia provided notice to the California Labor and Workforce Development Agency (“LWDA”) indicating that he intended to pursue a claim pursuant the California Labor Code Private Attorneys General Act, Cal. Lab. Code section 2698 *et seq.*, (“PAGA”).
- C. On October 31, 2023, Garcia filed an amended complaint adding a claim for civil penalties under PAGA.
- D. On September 5, 2023, Farah filed a complaint against Defendants in the Superior Court of the State of California, for the County of Santa Clara, entitled *ABSHIR FARAH, as an individual and on behalf of all others similarly situated, Plaintiff, vs. PROACTIVE BUSINESS SOLUTIONS, INC. a California corporation; APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 100, Defendants*, Case No. 23CV421883 (the “Farah Action”). The Farah Action asserted putative class claims against Defendants for alleged failure to pay all wages due, including minimum wages and overtime wages, provide meal and rest periods, furnish accurate itemized wage statements, and pay all wages due to discharged and quitting employees. The Farah Action also asserted a claim for unfair competition under California Business and Professions Code section 17200.
- E. Also on September 5, 2023, Farah provided notice to the LWDA of his intent to pursue a claim under PAGA.
- F. On November 13, 2023, Farah filed an amended complaint adding a claim for civil penalties under PAGA.

- G. On November 20, 2023, Proactive filed Notices of Related Cases in both the *Garcia* and *Farah* Actions. On January 17, 2024, Applied filed a Notice of Related Case in the *Farah* Action.
- H. On June 15, 2024, the Parties participated in a mediation presided over by Jason C. Marsili, Esq., of Marsili Mediation. During the mediation, all Parties, represented by their respective counsel, agreed to settle the Actions, 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 at the mediation and any other agreements, understandings, or representations between the Parties, with the exception of any agreements or contracts between Proactive Business Solutions, Inc. and Applied Materials, Inc..
- I. 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 Defendants that Plaintiffs' claims in the Actions have merit or that they have any liability to Plaintiffs or the Class on those claims, or as an admission by Plaintiffs that Defendants' defenses in the Actions have merit.

Based on these Recitals, incorporated by reference in this Agreement, 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. "Actions" means the *Garcia* Action and the *Farah* Action, collectively.
- B. "Applied's Counsel" means Zachary P. Hutton and Anna Skaggs of Paul Hastings LLP.
- C. "Class" means all current and former non-exempt employees who have been employed by Proactive in California during the Class Period.
- D. "Class Counsel" means Raul Perez, Orlando Villalba, and Helga Hakimi of Capstone Law APC, and Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC.
- 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 Actions, including their pre-filing investigation, their commencement of the Actions 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 August 18, 2019 to August 16, 2024.
- J. “Class Representative Payments” means the special payments made to Plaintiffs in their capacities as Class Representatives to compensate them for initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Actions, and granting the release described in section III.I.1 of the Settlement.
- K. “Defendants’ Counsel” means Applied’s Counsel and Proactive’s Counsel, collectively.
- L. “Effective Date” means the date by which all of the following have occurred:
1. Defendants have not voided this Settlement pursuant to section III.H.6;
 2. the Superior Court enters the Judgment; and
 3. the Judgment becomes Final.
- M. “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; i.e., 61 days after entry of Judgment.
 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.

- N. “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.
- O. “Judgment” means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same forms evidenced by Exhibits D-1 and D-2, respectively, to this Agreement and incorporated by reference into this Agreement.
- P. “LWDA Payment” means the 75% 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.F.3 of this Agreement.
- Q. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as the Class Payment portion of Settlement Shares to Class Members after deductions for (a) PAGA Civil Penalties; (b) the Class Representative Payments; (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, that share will be sent to the California State Controller’s Office, Unclaimed Property Fund, in the name of the Class Member, where the Class Member can later claim their funds.
- R. “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.
- S. “PAGA Amount” means the 25% of the PAGA Civil Penalties payable to PAGA Settlement Group Members under PAGA, as specified in section III.E.1.b of this Agreement.
- T. “PAGA Civil Penalties” means the amount set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA, as specified in section III.C of this Agreement. Per Labor Code § 2699(i), 75% of such penalties will be payable to the LWDA as the LWDA Payment, and the remaining 25% will be payable to PAGA Settlement Group Members as the PAGA Amount.
- U. “PAGA Period” means the period of time from August 23, 2022 to August 16, 2024.
- V. “PAGA Settlement Group” means all current and former non-exempt employees who have been employed by Proactive in California during the PAGA Period. The PAGA Settlement Group is a subset of the Class.
- W. “PAGA Settlement Group Members” means all members of the PAGA Settlement Group.

- X. “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 all 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.
- Y. “Proactive’s Counsel” means Mollie M. Burks and Sat Sang S. Khalsa of Gordon Rees Scully Mansukhanki, LLP.
- Z. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- AA. “Settlement Share” means the portion of the Net Settlement Amount and PAGA Amount allocable to each Class Member as provided by this Agreement.
- BB. “Superior Court” means the Superior Court of the State of California in and for the County of Santa Clara.
- CC. “Total Settlement Amount” means the maximum amount to be paid by Defendants as provided by this Agreement. The Total Settlement Amount is \$720,000 (Seven Hundred Twenty Thousand Dollars) without reversion to Defendants. The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members and PAGA Settlement Group Members pursuant to the Settlement; (b) the PAGA Civil Penalties (75% of which will constitute the LWDA Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiffs’ Class Representative Payments; (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 court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Actions); and (e) the Settlement Administrator’s fees and expenses.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Amended Complaint.** Prior to seeking the Superior Court’s approval of the Settlement, Garcia will file a Second Amended Complaint (“SAC”) that adds Farah as a named plaintiff, names Applied as a defendant, and conforms the operative complaint to the Class and claims encompassed by this Settlement Agreement. Defendants will stipulate to the filing of the SAC, subject to the Superior Court’s approval.
- B. **Dismissal of *Farah* Action.** Within ten (10) days of the filing of the SAC in the *Garcia* Action, Farah will dismiss the *Farah* Action in its entirety, as the claims will be subsumed in the *Garcia* action.
- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, including but not limited to sections III.H.6 and III.H.11, the Total Settlement Amount is \$720,000 (Seven Hundred Twenty Thousand Dollars). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members

pursuant to the Settlement; (b) the PAGA Civil Penalties of \$50,000 (75% of which will constitute the LWDA Payment and 25% of which will constitute the PAGA Amount); (c) Plaintiffs' Class Representative Payments; (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 court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Actions); and (e) the Settlement Administrator's fees and expenses. All of the Total Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Total Settlement Amount will revert to Defendants.

- D. **Employer's-Side Payroll Taxes.** Proactive shall bear the cost of all payroll taxes owed by both Defendants on the Wage Portions of the Settlement Shares paid to the Class, which payment shall be paid by Proactive separately from, and in addition to, the Total Settlement Amount.
- E. **Settlement Shares.** Subject to the terms and conditions of this Agreement, including section III.H.11, the Settlement Administrator will allocate Settlement Shares as follows:

1. **Calculation.**

- a. **Class Payments.** Each Class Member who does not opt out of the Settlement will receive a "Class Payment" equal to the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Proactive during the Class Period ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members. Class Members are not required to submit claim forms to receive Class Payments.
- b. **PAGA Amount Payments.** In addition to the Net Settlement Amount, \$12,500 (25% of the PAGA Civil Penalties) has been designated as the "PAGA Amount." Each PAGA Settlement Group Member shall receive a "PAGA Amount Payment" equal to the PAGA Amount times the ratio of (i) the number of pay periods worked by the PAGA Settlement Group Member for Proactive during the PAGA Period ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Settlement Group Members. All PAGA Settlement Group Members, including those who opt out of the Settlement, will receive a PAGA Amount Payment. One hundred percent (100%) of the PAGA Amount Payment is in settlement of claims for civil penalties under PAGA and thus shall not be subject to payroll tax withholdings or wage deductions and shall be reported on IRS Form 1099.

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 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 Payment portion of Settlement Shares, except that all PAGA Settlement Group Members will release the Released PAGA Claims as described in section III.I.3, and will receive a PAGA Amount Payment regardless of whether they opt out. The Class 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. **Treatment.** With the exception of the PAGA Amount Payments (which shall be reported on IRS Form 1099), the Settlement Shares shall be reported to taxing authorities as follows:
 - a. Thirty percent (30%) 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. Seventy percent (70%) 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.

F. Payments to Plaintiffs, Class Counsel, LWDA, and Settlement Administrator. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Total Settlement Amount as follows:

1. **To Plaintiffs.** In addition to Plaintiffs’ respective Settlement Shares (which includes the Class Payment and the PAGA Amount Payment), Plaintiffs will apply to the Superior Court for an award of not more than \$10,000, representing the Plaintiffs’ Class Representative Payments in consideration of initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Actions, and granting the release provided for in section III.I.1 of the Settlement. Defendants will not oppose a Class Representative Payment of \$10,000 to each Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the

Superior Court (but not more than \$10,000 to each Plaintiff) 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 a Form 1099 will be issued to Plaintiffs with respect to this payment.

2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than \$252,000 for attorneys' fees (35% of the Total Settlement Amount of \$720,000) plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than Thirty Thousand Dollars and Zero Cents (\$30,000.00), and Defendants 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. A Form 1099 will be issued to Class Counsel with respect to the awarded attorneys' fees and costs, and Class Counsel beforehand will furnish a completed Form W-9.
3. **To LWDA and PAGA Settlement Group Members.** The Parties will apply to the Superior Court for approval of the PAGA Civil Penalties payment of \$50,000, which shall consist of the LWDA Payment of \$37,500 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA, and the PAGA Amount of \$12,500 (25% of the PAGA Civil Penalties) to be distributed to the PAGA Settlement Group Members as described in section III.E.1.b. 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; that liability under PAGA would be established; and the amount of penalties the Superior Court would award if a PAGA representative action were maintained and liability were found. If the Superior Court approves PAGA Civil Penalties of less than \$50,000, the remainder will be retained in the Net Settlement Amount. If the Superior Court orders PAGA Civil Penalties in excess of \$50,000, the excess amount shall be taken from 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. These fees and expenses are estimated at \$10,000.

- G. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court to appoint CPT Group, Inc. 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 the

Class Members; conducting a National Change of Address search and using Accurant 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 about the delivery of Class Notice Packets and receipt of Class Member 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 a Class Member's Settlement Share, 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.

H. Procedure for Approving Settlement.

1. Motion for Preliminary Approval.

- a. Promptly after the Superior Court's ruling on Farah's dismissal of the *Farah* Action, Plaintiffs will file a motion (the "Motion for Preliminary Approval") with the Superior Court in the *Garcia* Action for an order granting Preliminary Approval of the Settlement; conditionally certifying the Class; appointing the Class Representatives, Class Counsel, and Settlement Administrator; setting a date for the Final Approval Hearing; and approving the Class Notice and the Notice of Estimated Settlement Share. A draft of the Motion for Preliminary Approval will be provided to Defendants' Counsel no later than 14 calendar days prior to the filing deadline. Class Counsel and Defendants' Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Preliminary Approval.
- b. Pursuant to PAGA, on the date the Parties file the Motion for Preliminary Approval with the Superior Court, Plaintiffs 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 section complies with the requirements of PAGA, and will request the Superior Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.
- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit C to this Agreement.

- d. 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 Payments 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, Proactive will provide to the Settlement Administrator an electronic database for the Class Members, containing each Class Member's name, last-known mailing address, telephone number, Social Security number, employee identification number, and his or her number of Covered Workweeks and Covered Pay Periods. If any or all of the Class Members' data are unavailable to Proactive, Proactive will use best efforts to deduce or reconstruct the Class Members' data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in section III.H.2, or pursuant to Proactive's express written authorization or by order of the Superior Court.
 - b. Within fifteen (15) days after receiving the Class Members' data from Proactive, 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 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 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 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 Members' data and otherwise work with Proactive to find a more current address. 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 by the U.S. Postal Service 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 using available email addresses, telephone numbers, and Social Security numbers; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the address for its own records and notify Class Counsel and Defendants' Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- d. Each week, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any opt-outs from the Settlement.
- e. In connection with the filing of the Parties' 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; Opt-outs 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 in writing 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. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Defendants' Counsel, who shall then promptly file all such objections with the Superior Court. Defendants' Counsel, and

Class 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, written objections must: (1) 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; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, in lieu of submitting written objections, 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. **Request 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. The Request for Exclusion is a letter prepared by the Class Member containing: (1) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (2) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (3) the Class Member's signature. If a question is raised about the authenticity of a signed 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 Class Members who worked for Proactive during the PAGA Period will release the Released PAGA Claims as described in section III.I.3 and will receive a portion of the PAGA Amount regardless of whether they opt out. A Class Member who does not complete and mail a valid Request for Exclusion in the manner and by the deadline specified above 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. Any Class Members who timely submits a valid Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.
- c. **Report.** Not later than ten (10) days after the deadline for submission of 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 with the sheet any documentation the Class Member has to support his or her contention. In the event of such a dispute, Proactive 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 Proactive, 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 have or 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 Defendants to Reject Settlement.** If ten percent (10%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth ten percent (10%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, Defendants will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Defendants must both 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 Defendants both exercise the right to rescind, they will be responsible for the costs of administration of the Settlement incurred through that time. If Defendants do not both exercise the right to rescind, Plaintiffs will move for final approval of the Settlement and for an award of the Class Representative Payments and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Defendants will not oppose.
7. **Additional Briefing and Final Approval.**
 - a. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs will 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 Payments and the Class Counsel Fees and Expenses Payment pursuant to this Settlement; and a declaration prepared by the Settlement Administrator listing

the employee identification numbers of all Class Members who timely submitted a valid Request for Exclusion.

- b. Not later than five (5) days before the Final Approval Hearing, Plaintiffs 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 Defendants to pay the Total Settlement Amount, except that Defendants 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 Payments or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiffs maintain the right to appeal any such reduction.
- d. Together with the Motion for Final Approval, the Parties will present a proposed Judgment to the Superior Court for its approval and entry, in substantially the form evidenced by Exhibit D-2 to this Agreement. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the *Garcia* 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, Plaintiffs, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, Defendants, 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 Plaintiffs or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payments 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 Plaintiffs or Defendants will have the right to void the Settlement, which a 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 Payments 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 30 days after the Settlement becomes Final, or by June 1, 2025, whichever is later, Applied shall fund the first installment of the Total Settlement Amount, by transferring to the Settlement Administrator via wire transfer the amount of \$240,000. Within six (6) months after the first installment of the Total Settlement Amount, or by December 1, 2025, whichever is later, Proactive shall fund the second installment of the Total Settlement Amount, by transferring to the Settlement Administrator via wire transfer the amount of \$240,000. Within six (6) months after the second installment of the Total Settlement Amount, or by June 1, 2026, whichever is later, Proactive shall fund the third installment of the Total Settlement Amount, by transferring to the Settlement Administrator via wire transfer the amount of \$240,000. Within fifteen (15) days after receiving the third (and final) installment of the Total Settlement Amount, the Settlement Administrator will pay to Class Members the Settlement Shares; to Plaintiffs, the Class Representative Payments; 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. **Effect of Partial Funding.** If a Defendant timely completes its contribution to the Total Settlement Amount, the releases described in III.I shall be valid and enforceable as to that Defendant, regardless of whether the other Defendant meets its funding obligations. In other words, a breach of the Settlement by one Defendant will not affect the validity of the release of the other Defendant from the Plaintiffs, Class Counsel, Class Members, and PAGA Settlement Group Members, even if it results in a reduction to the Total Settlement Amount.

12. **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 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 to the California State Controller's Office, Unclaimed Property Fund in the name of the Class Member. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Class Members, whether or not they cash their Settlement Share checks. Any amounts paid to PAGA Settlement Group Members for PAGA Amount Payments shall be treated in the same manner.

I. Release and Waiver of Claims.

1. **Plaintiffs.** In consideration of Plaintiffs' awarded Class Representative Payments, Plaintiffs' respective Settlement Shares, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiffs each releases any and all known and unknown claims against Defendants 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 ("Released Parties") that occurred during the Class Period, and waive the protection of California Civil Code section 1542, which reads:

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

("Plaintiffs' Released Claims"). Expressly excluded from Plaintiffs' Released Claims are any claims for workers' compensation benefits, unemployment insurance benefits, claims outside the Class Period, and any other claims that cannot be waived by law.

2. **Class Members.** In consideration for their awarded Class Payment portions of their Settlement Shares, upon the Effective Date, 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 local, state and federal claims against Defendants and the Released Parties that were pled or could have been pled based on the factual allegations contained in the operative complaint in the Actions or any amendments

thereto or notices submitted by Plaintiffs to the LWDA pursuant to PAGA that occurred during the Class Period, including claims that Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; furnish accurate itemized wage statements; pay timely wages; pay all wages due to discharged and quitting employees; and reimburse all business expenses. The released claims include claims brought under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208 based on the preceding claims, and the Industrial Welfare Commission Wage Order based on the preceding claims. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*, similar claims under federal or local laws, including the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; attorneys' fees and costs; and interest. (The "Released Class Claims.")

3. **PAGA Settlement Group Members.** In consideration for their awarded portions of the PAGA Civil Penalties, upon the Effective Date, the State of California and all PAGA Settlement Group Members release any and all claims under PAGA for civil penalties against Defendants and the Released Parties that were pled or could have been pled based on the factual allegations contained in the operative complaints in the Actions or any amendments thereto or notices submitted by Plaintiffs to the LWDA pursuant to PAGA that occurred during the PAGA Period (the "Released PAGA Claims"). The released claims include claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order based on the preceding claims. All PAGA Settlement Group Members will release the Released PAGA Claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.
4. **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.
- J. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- K. **Confidentiality Preceding Preliminary Approval.** Plaintiffs and their attorneys agree not to issue any press or other media releases or talk to the press or media

regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website or social media other than posting publicly filed documents. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiffs and their attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement, except as needed to inform the Court of the status of the case.

- L. **Unanticipated Increase in Covered Workweeks.** It is estimated that there are approximately 20,574 workweeks in the Class Period. Proactive will provide final confirmation of the number of workweeks worked during the Class Period. If it is determined that the number of workweeks during the Class Period exceeds 22,631 workweeks (110% of the 20,574 estimated number of workweeks), then the Total Settlement Amount will increase by the same number of percentage points (above 10%) by which the actual number of workweeks exceeds 22,631. For instance, if the actual number of workweeks is determined to be 2% higher than 22,631, the Total Settlement Amount would be increased by \$14,400. However, at their option, Defendants can avoid increasing the Total Settlement Amount by electing to end the Class Period and PAGA Period when the number of workweeks reaches 22,631.

M. **Miscellaneous Terms.**

1. **No Admission of Liability.**

- a. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Actions, or that but for the Settlement a class should be certified in the Actions. 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 Defendants, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants 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 (a) a class should be certified or (b) Defendants are liable to Plaintiffs 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 Defendants 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 Defendants or any of the Released Parties, in any further proceeding in the Actions, 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, with the exception of any agreements or contracts between Proactive Business Solutions, Inc. and Applied Materials, Inc., 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 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 Plaintiffs and the Class:

CAPSTONE LAW APC
Raul Perez
Raul.Perez@capstonelawyers.com Orlando
Villalba
Orlando.Villalba@capstonelawyers.com
Helga Hakimi
Helga.Hakimi@capstonelawyers.com
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811

HAINES LAW GROUP, APC
Paul K. Haines
phaines@haineslawgroup.com
Sean M. Blakely
sblakely@haineslawgroup.com
Joel M. Gordon
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350

To Proactive Business Solutions, Inc.

GORDON REES SCULLY
MANSUKHANKI, LLP
Mollie M. Burks
mburks@grsm.com
Sat Sang S. Khalsa
skhalsa@grsm.com
100 Pringle Avenue, Suite 300
Walnut Creek, CA 94596
Telephone: (510) 463-1721

To Applied Materials, Inc.:

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

10. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Santa Clara Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 29, 2025, 2025

ABSHIR FARAH


Abshir Farah (Apr 29, 2025 17:36 PDT)

Dated: April 30, 2025

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiff Abshir Farah

Dated: _____, 2025

ROGELIO GARCIA

Dated: _____, 2025

CAPSTONE LAW APC

By: _____

Orlando Villalba
Attorneys for Plaintiff Rogelio Garcia

10. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Santa Clara Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____, 2025

ABSHIR FARAH

Dated: _____, 2025

HAINES LAW GROUP, APC

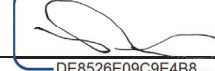
By: _____

Paul K. Haines
Attorneys for Plaintiff Abshir Farah

Dated: 4/30/2025, 2025

ROGELIO GARCIA

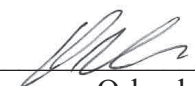
DocuSigned by:



DE8526E09C9E4B8...

Dated: 4/30/2025, 2025

CAPSTONE LAW APC

By:  _____

Orlando Villalba
Attorneys for Plaintiff Rogelio Garcia

April 30, 2025 | 1:32 PM PDT

Dated: _____, 2025

PROACTIVE BUSINESS SOLUTIONS, INC.

By: _____
Signed by: *Sharon Meranda*
AB6CD92DFD57469...
Proactive BUSINESS SOLUTIONS, INC.

Dated: April 30, 2025, 2025

GORDON REES SCULLY MANSUKHANKI, LLP

By: _____
Mollie M. Burks
Sat Sang S. Khalsa
Attorney for Proactive Business Solutions, Inc.

Dated: _____, 2025

APPLIED MATERIALS, INC.

By: _____
Applied Materials, Inc.

Dated: _____, 2025

SHEPPARD MULLIN RICHTER HAMPTON LLP

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

Dated: _____, 2025

PROACTIVE BUSINESS SOLUTIONS, INC.

By: _____
Proactive Business Solutions, Inc.

Dated: _____, 2025

GORDON REES SCULLY MANSUKHANKI, LLP

By: _____
Mollie M. Burks
Sat Sang S. Khalsa
Attorney for Proactive Business Solutions, Inc.

Dated: 4/29/2025
_____, 2025

APPLIED MATERIALS

DocuSigned by:


DF9A3733AA7E4B2...

By: _____
Applied Materials, Inc.

Dated: 4/29/2025
_____, 2025

SHEPPARD MULLEN

Signed by:


9774F0B4B8A0492...

STAMPTON LLP

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

EXHIBIT A

**[NOTICE OF PROPOSED SETTLEMENT, CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS, PRELIMINARY APPROVAL OF SETTLEMENT, AND
HEARING DATE FOR FINAL COURT APPROVAL]**

Exhibit A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

To: All current and former non-exempt employees who have been employed by Proactive in California at any time from August 18, 2019 to August 16, 2024.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY PROACTIVE BUSINESS SOLUTIONS, INC. ("PROACTIVE"). 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 PROACTIVE 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 cash 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, a payment will be mailed to you at the same address as this notice. In exchange for your settlement payment, you will release claims against the defendant or defendants that have funded the settlement payment, as detailed in Sections 7 and 8 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 as provided below. If you request exclusion, you will not receive a Class Payment and you will not release the Released Class Claims. However, if you are a PAGA Settlement Group Member, you will still receive a PAGA Amount Payment and be bound by the release of the Released PAGA Claims. Instructions are set forth 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. Directions are provided in Section 8 below.

Exhibit A

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 plaintiffs Abshir Farah (“Farah”) and Rogelio Garcia (“Garcia”) (collectively, Farah and Garcia are “Plaintiffs”) and defendants Proactive Business Solutions, Inc. (“Proactive”) and Applied Materials, Inc. (“Applied”) (collectively, Proactive and Applied are “Defendants”), in the class actions pending in the Court.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Proactive’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?

This settlement arises from a lawsuit, *ROGELIO GARCIA and ABSHIR FARAH, individually, and on behalf of other members of the general public similarly situated, Plaintiffs, vs. PROACTIVE BUSINESS SOLUTIONS, INC., a California Corporation; APPLIED MATERIALS, INC., a Delaware corporation; and DOES 1 through 10, inclusive, Defendants*, Case No. 23CV421189 (the “Action”)¹, in which the Plaintiffs allege that Defendants failed to pay all wages due, including minimum wages and overtime wages, provide meal and rest periods, furnish accurate itemized wage statements, pay timely wages, pay all wages due to discharged and quitting employees, and reimburse all business expenses.

Defendants deny that they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims.

After good-faith negotiations, Plaintiffs and Defendants 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 Defendants that Plaintiffs’ claims in the Action have merit or that they have any liability to Plaintiffs or the proposed class on those claims. On the contrary, Defendants deny any and all such liability, and maintain that they 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

¹ The term “Action” shall also encompass the civil action entitled *Abshir Farah, et al. v. ProActive Business Solution, Inc, et al.*, County of Santa Clara Superior Court, Case No.: 23CV421883.

Exhibit A

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. WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition of “Class Member”:

All current and former non-exempt employees who have been employed by Proactive in California at any time from August 18, 2019 to August 16, 2024 (the “Class Period”).

Class Members who fall within the following definition are also “PAGA Settlement Group Members”:

All current and former non-exempt employees who have been employed by Proactive in California at any time from August 23, 2022 to August 16, 2024 (the “PAGA Period”).

4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Defendants have agreed to pay \$720,000 as the Total Settlement Amount, of which ProActive will pay \$480,000 and Applied will pay \$240,000. The Total Settlement Amount is intended to fund all payments to be made under the Settlement.
2. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution as the Class Payment portion of Settlement Shares to Class Members after deductions for PAGA Civil Penalties to be paid pursuant to the Labor Code Private Attorneys General Act (“PAGA”), the Class Representative Payments, the Class Counsel Fees and Expenses Payment, and the Settlement Administrator’s reasonable fees and expenses.
3. The Class 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 Settlement Group Members will receive the PAGA Amount Payment portion of their Settlement Share.
4. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked during the Class Period, the number of pay periods the Class Member worked during the PAGA Period (if any), and the amounts awarded by the Court for the payments to Plaintiffs, Class Counsel, the PAGA Civil Penalties, and the Settlement Administrator.

Exhibit A

5. The Settlement Administrator will calculate each Class Member's Settlement Share as follows:
 - a. **Class Payments.** Each Class Member who does not opt out of the Settlement will receive a "Class Payment" equal to the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Proactive during the Class Period ("Covered Workweeks") to (ii) the total number of workweeks worked by all such Class Members for Proactive during the Class Period.
 - b. **PAGA Amount Payments.** In addition to the Net Settlement Amount, \$50,000 of the Total Settlement Amount has been designated as the "PAGA Amount." Each PAGA Settlement Group Member will receive a "PAGA Amount Payment" equal to the PAGA Amount times the ratio of (i) the number of pay periods worked by the PAGA Settlement Group Member during the PAGA Period ("Covered Pay Periods") to (ii) the total number of pay periods worked by all such PAGA Settlement Group Members during the PAGA Period. All PAGA Settlement Group Members, including those who opt out of the Settlement, will receive a PAGA Amount Payment.
6. 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?

1. You will be included in the Settlement and receive the Class 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**. The Request for Exclusion must include your name, address, telephone number, and the last four digits of your Social Security number, and should state in substance:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *GARCIA AND FARAH V. PROACTIVE BUSINESS SOLUTIONS, INC. AND APPLIED MATERIALS, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS PAYMENT PORTION OF MY SETTLEMENT SHARE."

In addition, the Request for Exclusion must include your signature.

If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive a Class Payment. You will retain the right you may have, if any, to pursue a claim against Defendants. However, all PAGA Settlement

Exhibit A

Group Members (defined above) will be bound by the release of PAGA claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.

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

1. The Court has appointed CPT Group, Inc. 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.
2. 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 **postmarked no later than 45 days after mailing of class notice**. You should submit any documentary evidence that you have, along with the form. After consultation with you, Class Counsel, and Proactive, 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 Defendants, and non-appealable.

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

1. **Class Members.** In consideration for their awarded Class Payment portions of their Settlement Shares, as of the Effective Date of the Settlement, all Class Members (other than those Class Members who timely and validly requested to be excluded from the Settlement) release any and all known and unknown local, state and federal claims against Defendants 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 ("Released Parties") that were pled or could have been pled based on the factual allegations contained in the operative complaint in the Actions or any amendments thereto or notices submitted by Plaintiffs to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA that occurred during the Class Period, including claims that Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; furnish accurate itemized wage statements; pay timely wages; pay all wages due to discharged and quitting employees; and reimburse all business expenses. The released claims include claims brought under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208 based on the preceding claims, and the Industrial Welfare Commission Wage Order based on the preceding claims. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California

Exhibit A

Business and Professions Code section 17200 *et seq.*; similar claims under federal or local laws, including the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; attorneys' fees and costs; and interest. (The "Released Class Claims.")

2. **PAGA Settlement Group Members.** In consideration for their awarded PAGA Amount Payment portions of their Settlement Shares, as of the Effective Date of the Settlement, all PAGA Settlement Group Members release any and all claims under PAGA for civil penalties against Defendants and the Released Parties that were pled or could have been pled based on the factual allegations contained in the operative complaints in the Actions or any amendments thereto or notices submitted by Plaintiffs to the LWDA pursuant to PAGA that occurred during the PAGA Period (the "Released PAGA Claims"). The released claims include claims for PAGA penalties for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order based on the preceding claims. All PAGA Settlement Group Members will release the Released PAGA Claims, and will receive a PAGA Amount Payment, regardless of whether they opt out of the Settlement.
3. **Class Representative Payments.** Plaintiffs will each seek approval from the Court for a payment of \$10,000, each, in consideration of initiating and pursuing the Actions, undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Actions, and granting the general release as part of the Settlement. This payment, which will be paid in addition to Plaintiffs' Settlement Shares, will be made out of the Total Settlement Amount.
4. **Class Counsel Fees and Expenses Payment.** As part of the final approval hearing, Class Counsel will request up to \$252,000 for attorneys' fees (35% of the Total Settlement Amount of \$720,000). Class Counsel also will ask for reimbursement of up to \$30,000.00 in verified costs incurred in connection with the Action. Defendants do 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.
5. **Payment to LWDA.** Because PAGA Settlement 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 \$_____ out of the Total Settlement Amount as the LWDA's share of the settlement of civil penalties. This amount is subject to the Court's approval.
6. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, estimated to be no more than \$10,000, will be paid out of the Total Settlement Amount.

Exhibit A

7. **Plaintiffs and Class Counsel's Support of the Settlement.** Plaintiffs as Class Representatives and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, and the inherent delays and uncertainties associated with litigation. 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?

1. **Participating in the Settlement.** Plaintiffs as Class Representatives 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 Defendants and the other Released Parties described above (subject to the exception described in paragraph 2 below). 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.
2. **Timing of Settlement Funding and Effect of Partial Funding.** Defendants will fund the Total Settlement Amount in three installments. Applied is responsible for funding the first installment of \$240,000 within 30 days after the Settlement becomes Final, or by June 1, 2025, whichever is later; Proactive is responsible for funding the second installment of \$240,000 within six (6) months after the first installment, or by December 1, 2025, whichever is later; and Proactive is responsible for funding the third installment of \$240,000 within six (6) months after the second installment, or by June 1, 2026, whichever is later. If a Defendant timely completes its contribution to the Total Settlement Amount, the releases described in Sections 7 above shall be valid and enforceable as to that Defendant, regardless of whether the other Defendant meets its funding obligations. In other words, a breach of the Settlement by one Defendant will not affect the validity of the release of the other Defendant from the Plaintiffs, Class Counsel, Class Members, and PAGA Settlement Group Members, even if it results in a reduction to the Total Settlement Amount.
3. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate, all payment amounts are awarded, and all funding of the Total Settlement Amount is completed; 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 need not 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**. It is your obligation to keep the Settlement Administrator

Exhibit A

informed of any changes in 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.

4. **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]**. Any person who timely and properly opts out of 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 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 Defendants, except that all PAGA Settlement Group Members (defined above) will release the Released PAGA Claims described above, and will receive a PAGA Amount Payment regardless of whether they opt out of the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Consistent with Defendants’ policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

5. **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.

MAIL YOUR OBJECTION TO:

[settlement administrator info and address]

Any written objection must state your full name, current address, and telephone number; contact information for any attorney representing you for purposes of your objection; all of your objections and their factual and legal bases; 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]**. If you submit a timely written objection, you may also appear personally or 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, but only if you indicate in your objection that you intend to appear.

Alternatively, in lieu of submitting a written objection, you can be heard at the Final Approval Hearing (whether telephonically, in-person, or through counsel) to orally object to the Settlement, provided you notify the Court of your intention to do so.

In addition to the information noted above, all written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*ROGELIO GARCIA and ABSHIR FARAH vs. PROACTIVE BUSINESS SOLUTIONS, INC.*, Case Number 23CV421189), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California,

Exhibit A

County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified in Section 9 (below) and (d) be filed or postmarked on or before **45 days after mailing of class notice**. 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

CLASS COUNSEL

CAPSTONE LAW APC

Raul Perez
Orlando Villalba
Helga Hakimi
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (888) 528-6299
Email: info@pbslawsuit.com

HAINES LAW GROUP, APC

Paul K. Haines
phaines@haineslawgroup.com
Sean M. Blakely
sblakely@haineslawgroup.com
Joel M. Gordon
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355

PROACTIVE BUSINESS SOLUTIONS, INC.'S COUNSEL

GORDON REES SCULLY
MANSUKHANKI, LLP
Mollie M. Burks mburks@grsm.com
Annette Rose arose@grsm.com
275 Battery Street., Suite 2000
San Francisco, CA 94111
Telephone: (415) 986-5900

Facsimile: (415) 986-8054

APPLIED MATERIALS, INC.'S COUNSEL

SHEPPARD MULLIN RICHTER &
HAMPTON LLP
Zachary P. Hutton
Four Embarcadero Center, 17th Fl.
San Francisco, California 94111

DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2025, at [REDACTED]:[REDACTED] a.m., in Department [REDACTED] of the Superior Court of California, County of Santa Clara, 191 N. First St., 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 Payments and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

11. GETTING MORE INFORMATION

Exhibit A

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 and www.sccourt.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, or you may contact Class Counsel or the Settlement Administrator. Reference the *Garcia and Farah v. Proactive Business Solutions, Inc. and Applied Materials, Inc.* Wage and Hour Settlement. You may also visit the following website for more information about the Settlement: [insert]

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS'
COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.
YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED
ABOVE OR THE SETTLEMENT ADMINISTRATOR AT [INSERT
NUMBER].**

EXHIBIT B

[NOTICE OF ESTIMATED SETTLEMENT SHARE]

Exhibit B

NOTICE OF ESTIMATED SETTLEMENT SHARE

ROGELIO GARCIA AND ABSHIR FARAH V. PROACTIVE BUSINESS SOLUTIONS, INC., AND APPLIED MATERIALS, INC.; SANTA CLARA COUNTY SUPERIOR COURT CASE NO. 23CV421189

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 Proactive's records:

- (a) you worked [] workweeks for Proactive in a non-exempt position in California at any time between August 18, 2019 to August 16, 2024.
- (b) you worked [] pay periods for Proactive in a non-exempt position in California at any time between August 23, 2022 to August 16, 2024.

Based on the above, your Class Payment is estimated at \$ [] and your PAGA Amount Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$ [].

(IV) If you disagree with items (a)-(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 Proactive's records, Proactive's records will control unless you are able to provide documentation that establishes otherwise and that Proactive's records are mistaken. If there is a dispute about whether Proactive's information or yours 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]

[Counsel listed on next page]

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

ROGELIO GARCIA and ABSHIR FARAH,
individually, and on behalf of other members of
the general public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

PROACTIVE BUSINESS SOLUTIONS, INC.,
a California corporation; APPLIED
MATERIALS, INC., a Delaware Corporation;
and Does 1 through 50, Inclusive,

Defendants.

Case No. 23CV421189

[PROPOSED] ORDER:

**(1) PRELIMINARILY APPROVING
PROPOSED SETTLEMENT;**

**(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**

**(3) APPOINTING CLASS
REPRESENTATIVES, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;**

**(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND**

**(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Judge: Hon. Charles F. Adams
Dept.: 7

Complaint filed: August 18, 2023
FAC filed: October 31, 2023
SAC filed: [REDACTED]
Trial date: None set

Exhibit C

1 CAPSTONE LAW APC
Orlando Villalba (SB# 232165)
2 Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SB# 257381)
3 Helga.Hakimi@capstonelawyers.com
1875 Century Park East, Suite 1000
4 Los Angeles, California 90067
Telephone: (310) 556-4811
5 Facsimile: (310) 943-0396

6 Attorneys for Plaintiff Rogelio Garcia

7 HAINES LAW GROUP, APC
Paul K. Haines (SB# 248226)
8 phaines@haineslawgroup.com
Sean M. Blakely (SB# 264384)
9 sblakely@haineslawgroup.com
Joel M. Gordon (SB# 280721)
10 jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
11 El Segundo, California 90245
Telephone: (424) 292-2350
12 FACSIMILE: (424) 292-2355

13 Attorneys for Plaintiff Abshir Farah
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit C

1 The motion of plaintiffs Rogelio Garcia (“Garcia”) and Abshir Farah (“Farah”)
2 (collectively, Farah and Garcia are “Plaintiffs”) for Preliminary Approval of Class Action
3 Settlement (the “Motion”) came on regularly for hearing before this Court on
4 _____, 2025 at 1:30 p.m. The Motion was not opposed by defendants Proactive
5 Business Solutions, Inc. (“Proactive”) and Applied Materials, Inc. (“Applied”) (collectively,
6 Proactive and Applied are “Defendants”) (Plaintiffs and Defendants are together the “Parties”).
7 The Court, having considered the proposed Settlement Agreement (the “Settlement”), attached as
8 Exhibit 1 to the Declaration of Raul Perez filed concurrently with the Motion; having considered
9 the Motion, Memorandum of Points and Authorities in support thereof, and supporting
10 declarations filed therewith, and any argument presented at the hearing on the Motion; and good
11 cause appearing, HEREBY ORDERS THE FOLLOWING:

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

19 All current and former non-exempt employees who have been employed by
20 Proactive in California from August 18, 2019 to August 16, 2024.

21 2. For purposes of the Settlement, the Court designates Plaintiffs Rogelio Garcia and
22 Abshir Farah as Class Representatives, and designates Raul Perez, Orlando Villalba, and Helga
23 Hakimi of Capstone Law APC, and Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of
24 Haines Law Group, APC as Class Counsel.

25 3. The Court designates _____ as the third-party Settlement Administrator
26 for mailing notices.

27 4. The Court approves, as to form and content, the Notice of Proposed Settlement,
28 Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing

Exhibit C

1 Date for Final Court Approval (“Class Notice”), and the Notice of Estimated Settlement Share,
2 attached as Exhibit A and Exhibit B, respectively, to this Order and the Settlement (collectively,
3 the “Class Notice Packet”).

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

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

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

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

18 9. The Notice shall provide at least 45 calendar days’ notice from the date of initial
19 mailing for Class Members to opt out of, or object to, the Settlement.

20 10. The Final Approval Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court,
22 located at 191 N. First St., San Jose, California 95113, on _____, 2025 at 1:30
23 p.m.

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

Exhibit C

12. Counsel for the Plaintiffs shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiffs' representative payments, 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
Proactive to provide Class Data to Settlement Administrator no later than [30 days after preliminary approval]:	_____, 202[]
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Data]:	_____, 202[]
Deadline for Class Members to opt out, or object to, the Settlement, or submit disputes to the Settlement Administrator [45 days after mailing of Class Notice Packets]:	_____, 202[]
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:	_____, 202[]
Final Approval Hearing	_____, 2025

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: _____, 2025

The Honorable Charles F. Adams
Judge of the Superior Court

EXHIBITS D-1 AND D-2

**[PROPOSED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND THE PROPOSED FINAL JUDGMENT]**

[Counsel listed on next page]

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

ROGELIO GARCIA and ABSHIR FARAH,
individually, and on behalf of other members of
the general public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

PROACTIVE BUSINESS SOLUTIONS, INC.,
a California corporation; APPLIED
MATERIALS, INC., a Delaware Corporation;
and Does 1 through 50, Inclusive,

Defendants.

Case No. 23CV421189

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

Judge: Hon. Charles F. Adams
Dept.: 7

Complaint filed: August 18, 2023
FAC filed: October 31, 2023
SAC filed: [REDACTED]
Trial date: None set

Exhibit D-1

1 CAPSTONE LAW APC
Orlando Villalba (SB# 232165)
2 Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SB# 257381)
3 Helga.Hakimi@capstonelawyers.com
1875 Century Park East, Suite 1000
4 Los Angeles, California 90067
Telephone: (310) 556-4811
5 Facsimile: (310) 943-0396

6 Attorneys for Plaintiff Rogelio Garcia

7 HAINES LAW GROUP, APC
Paul K. Haines (SB# 248226)
8 phaines@haineslawgroup.com
Sean M. Blakely (SB# 264384)
9 sblakely@haineslawgroup.com
Joel M. Gordon (SB# 280721)
10 jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
11 El Segundo, California 90245
Telephone: (424) 292-2350
12 FACSIMILE: (424) 292-2355

13 Attorneys for Plaintiff Abshir Farah
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit D-1

On [REDACTED], 2025, a hearing was held on the motion of plaintiffs Rogelio Garcia (“Garcia”) and Abshir Farah (“Farah”) (collectively, Farah and Garcia are “Plaintiffs”) for final approval of their class settlement (the “Settlement”) and payments to the Labor and Workforce Development Agency (“LWDA”) and the Settlement Administrator. The Motion was not opposed by defendants Proactive Business Solutions, Inc. (“Proactive”) and Applied Materials, Inc. (“Applied”) (collectively, Proactive and Applied are “Defendants”) (Plaintiffs and Defendants are together the “Parties”). Orlando Villalba of Capstone Law APC appeared for Plaintiff Garcia, Paul K. Haines of Haines Law Group, APC appeared for Plaintiff Farah, Mollie M. Burks of Gordon Rees Scully Mansukhanki, LLP appeared for Defendant Proactive, and Zachary P. Hutton of Paul Hastings LLP appeared for Defendant Applied.

The parties have submitted their Settlement, which this Court preliminarily approved by its [REDACTED], 202[], order (“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 [REDACTED], 202[], 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 non-exempt employees who have been employed by Proactive in California from August 18, 2019 to August 16, 2024.

2. The Settlement Administrator received [REDACTED] 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 [REDACTED] to the Declaration of [Settlement Administrator] filed on [date].

Exhibit D-1

1 3. The Court confirms the appointment of Plaintiffs Rogelio Garcia and Abshir Farah
2 as Class Representatives, and Raul Perez, Orlando Villalba, and Helga Hakimi of Capstone Law
3 APC, and Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC as
4 Class Counsel.

5 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
6 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class
7 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
8 their right to receive a Settlement Share, their right to comment on or object to the Settlement or
9 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or
10 by counsel at the final approval hearing and be heard regarding approval of the Settlement.
11 Adequate periods of time were provided by each of these procedures. No Class Members objected
12 to the Settlement as part of this notice process or stated an intent to appear at the final approval
13 hearing.

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

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

23 7. [The Court overrules the objections raised by objecting Class Members.] or [No
24 objections to the Settlement were raised by Class Members.]

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
27 not opted out will be bound by the Settlement, except that PAGA Settlement Group Members (as
28 defined in the Settlement, those who worked for Proactive during the applicable PAGA period

Exhibit D-1

(August 23, 2022 to August 16, 2024) will release the PAGA claims released in the Settlement, and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the Settlement. The Settlement is ordered finally approved, and that 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 Shares to be paid to the Class Members (including the Class Payments to be paid to Class Members who did not timely submit a valid Request for Exclusion and PAGA Amount Payments to be paid to all PAGA Settlement 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 and PAGA Amount in accordance with the Settlement.

10. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiffs 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 \$_____ as its share 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 _____ in administering the settlement, in the amount of \$_____, 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 Plaintiffs may receive from the Net Settlement Amount and PAGA Amount, and in recognition of the Plaintiffs' efforts on behalf of the

Exhibit D-1

1 Settlement Class, the Court hereby approves the payment of an incentive award to each Plaintiff
2 in the amount of \$_____. This shall be paid from the Total Settlement Amount.

3 14. Pursuant to the authorities and argument presented to the Court, the Court approves
4 the payment of attorneys' fees to Class Counsel in the sum of \$252,000, plus costs and expenses
5 in the amount of \$_____. This shall be paid from the Total Settlement Amount.

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

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

11 **IT IS SO ORDERED.**

12 Dated: _____, 2025

13 _____
14 The Honorable Charles F. Adams
15 Judge of the Superior Court
16
17
18
19
20
21
22
23
24
25
26
27
28

[Counsel listed on next page]

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

ROGELIO GARCIA and ABSHIR FARAH,
individually, and on behalf of other members of
the general public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

PROACTIVE BUSINESS SOLUTIONS, INC.,
a California corporation; APPLIED
MATERIALS, INC., a Delaware Corporation;
and Does 1 through 50, Inclusive,

Defendants.

Case No. 23CV421189

[PROPOSED] FINAL JUDGMENT:

Judge: Hon. Charles F. Adams
Dept.: 7

Complaint filed: August 18, 2023
FAC filed: October 31, 2023
SAC filed: [REDACTED]
Trial date: None set

Exhibit D-2

1 CAPSTONE LAW APC
Orlando Villalba (SB# 232165)
2 Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SB# 257381)
3 Helga.Hakimi@capstonelawyers.com
1875 Century Park East, Suite 1000
4 Los Angeles, California 90067
Telephone: (310) 556-4811
5 Facsimile: (310) 943-0396

6 Attorneys for Plaintiff Rogelio Garcia

7 HAINES LAW GROUP, APC
Paul K. Haines (SB# 248226)
8 phaines@haineslawgroup.com
Sean M. Blakely (SB# 264384)
9 sblakely@haineslawgroup.com
Joel M. Gordon (SB# 280721)
10 jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
11 El Segundo, California 90245
Telephone: (424) 292-2350
12 FACSIMILE: (424) 292-2355

13 Attorneys for Plaintiff Abshir Farah
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit D-2

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

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

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

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

13 3. The Court finds that in consideration of Plaintiffs' awarded Class Representative
14 Payments, Plaintiffs' Settlement Shares, and the other terms and conditions of the Settlement, as
15 of the date the Settlement becomes Final and is fully funded, except as provided below, Plaintiffs
16 release any and all known and unknown claims against defendants Proactive Business Solutions,
17 Inc. ("Proactive") and Applied Materials, Inc. ("Applied") (collectively, Proactive and Applied
18 are "Defendants") and any present and former parents, subsidiaries and affiliated companies or
19 entities, and their respective officers, directors, employees, partners, shareholders and agents, and
20 any other successors, assigns and legal representatives and its related persons and entities
21 ("Released Parties"), and waive the protection of California Civil Code section 1542, which
22 provides: "A general release does not extend to claims that the creditor or releasing party does not
23 know or suspect to exist in his or her favor at the time of executing the release and that, if known
24 by him or her, would have materially affected his or her settlement with the debtor or released
25 party." ("Plaintiff's Released Claims.") Expressly excluded from Plaintiffs' Released Claims are
26 any claims for workers compensation benefits or unemployment insurance benefits, claims outside
27 the Class Period, and any other claims that cannot be waived by law.
28

Exhibit D-2

1 4. The Court finds that in consideration for their awarded Class Payment portions of
2 their Settlement Shares, upon the Effective Date of the Settlement, all Class Members (other than
3 those Class Members who timely and validly elected not to participate in the Settlement) release
4 any and all known and unknown local, state and federal claims against Defendants and the
5 Released Parties that were pled or could have been pled based on the factual allegations contained
6 in the operative complaint in the Actions or any amendments thereto or notices submitted by
7 Plaintiffs to the LWDA pursuant to PAGA that occurred during the Class Period, including claims
8 that Defendants failed to pay all wages due, including minimum wages and overtime wages;
9 provide meal and rest periods; furnish accurate itemized wage statements; pay timely wages; pay
10 all wages due to discharged and quitting employees; and reimburse all business expenses. The
11 released claims include claims brought under California Labor Code sections 201, 202, 203, 204,
12 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
13 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-
14 17208 based on the preceding claims, and the Industrial Welfare Commission Wage Order based
15 on the preceding claims. Such claims include claims for wages, statutory penalties, civil penalties,
16 or other relief under the California Labor Code, PAGA, relief from unfair competition under
17 California Business and Professions Code section 17200 *et seq.*, similar claims under federal or
18 local laws, including the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; attorneys' fees and
19 costs; and interest. (The "Released Class Claims.")

20 5. The Court finds that in consideration for their awarded portions of the PAGA Civil
21 Penalties, upon the Effective Date of the Settlement, the State of California and all PAGA
22 Settlement Group Members release any and all claims under PAGA for civil penalties against
23 Defendants and the Released Parties that were pled or could have been pled based on the factual
24 allegations contained in the operative complaints in the Actions or any amendments thereto or
25 notices submitted by Plaintiffs to the LWDA pursuant to PAGA that occurred during the PAGA
26 Period (the "Released PAGA Claims"). The released claims include claims for PAGA penalties
27 for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7,
28 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*,

Exhibit D-2

1 and 2802, and the Industrial Welfare Commission Wage Order based on the preceding claims. All
2 PAGA Settlement Group Members will release the Released PAGA Claims, and will receive a
3 PAGA Amount Payment, regardless of whether they opt out of the Settlement.

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

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

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

13 Dated: _____, 2025

14 _____
15 The Honorable Charles F. Adams
16 Judge of the Superior Court
17
18
19
20
21
22
23
24
25
26
27
28