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on behalf of herself and current and former aggrieved employees

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Attorneys for Defendant MATTSON TECHNOLOGY, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

DULCE CHAVEZ, on behalf of herself and
current and former aggrieved employees,

Plaintiff,

vs.

MATTSON TECHNOLOGY, INC., and DOES
1 to 100, inclusive,

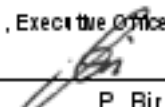
Defendants.

Case No.: 24CV066312

[Assigned for all purposes to the Hon. Sarah
Sandford-Smith, Dept. 17]

JOINT STIPULATION AND ~~PROPOSED~~
ORDER FOR COURT TO ENTER AN
AMENDED ORDER GRANTING
PRELIMINARY APPROVAL

[Filed concurrently with the Declaration of Eric
J. Naessig in Support; [Proposed] Order]

FILED
Superior Court of California
County of Alameda
10/01/2025
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
P. Bir

1 **IT IS HEREBY STIPULATED AND AGREED** to by Plaintiff DULCE CHAVEZ
2 (“Plaintiff”) and Defendant MATTSON TECHNOLOGY, INC. (“Defendant”) (collectively, the
3 “Parties”) by and through their respective counsel of record jointly and respectfully request that the
4 Court enter an amended order granting preliminary approval.

5 The basis for the request for an amended order is as follows:

6 **WHEREAS**, on August 14, 2025, the Court entered its ruling (“Ruling”) approving the PAGA
7 Settlement Agreement. Through its Ruling, the court approved the \$240,000.00 Gross Settlement
8 Amount to be distributed as follows: PAGA Counsel Attorney’s Fees in the amount of \$80,000.00;
9 PAGA Counsel Litigation Costs in the amount of \$16,000.00; Settlement Administrator Fees in the
10 amount of \$4,000.00; PAGA Penalty Fund Payment in the amount of \$142,926.75 split as follows:
11 \$107,195.06 to Labor Workforce Development Agency and \$35,731.69 to PAGA-eligible aggrieved
12 employees.

13 **WHEREAS**, the Court adopted its Ruling instead of signing the proposed order submitted as
14 part of the motion for PAGA approval.

15 **WHEREAS**, the Ruling deviated from the proposed order in two ways. The Ruling allocated
16 \$16,000.00 for PAGA Counsel Litigation, the maximum allowed under the PAGA Settlement
17 Agreement, but in the motion and proposed order, PAGA Counsel only sought to recover litigation
18 costs in the amount of \$14,323.25. The Ruling allocated \$4,000.00 for Settlement Administration Fees,
19 the maximum allowed under the PAGA Settlement Agreement, but in the proposed order, PAGA
20 Counsel only sought \$2,750.00 for the fees based on the Settlement Administrator’s quote. These
21 inconsistencies resulted in the Ruling’s allocations to collectively exceed the Gross Settlement
22 Amount of \$240,000.00.

23 **WHEREAS**, due to these inconsistencies being identified, the PAGA settlement process has
24 not proceeded, and payments have not gone out to Aggrieved Employees or the LWDA.

25 **WHEREAS**, in order to resolve these inconsistencies so that the process can move forward,
26 the Parties respectfully request for the Court to grant the Amended Order Granting Plaintiff’s Motion
27 for Approval of Private Attorneys General Act Settlement (“Amended Order”). (See **Exhibit 1**)
28

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The Parties respectfully request for the Court to enter the Amended Order in the form of **Exhibit 1**.

IT IS SO STIPULATED.

DATED: September 23, 2025

LAVI & EBRAHIMIAN, LLP; E&L, LLP

By: /s/ Eric J. Naessig
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Eric J. Naessig, Esq.
Attorneys for Plaintiff DULCE CHAVEZ, on behalf of
herself and others similarly situated

DATED: September 23, 2025

WILSON SONSINI GOODRICH & ROSATI

By: /s/ Nedim Novakovic
Nedim Novakovic, Esq.
Attorneys for Defendant MATTSON TECHNOLOGY,
INC.

~~PROPOSED~~ ORDER

Having considered the joint stipulation of the Parties and good cause appearing therefore, the Court hereby grants the Amended Order in the form of **Exhibit 1**.

IT IS SO ORDERED.

Date: 10/01/2025



Hon. Sarah Sandford-Smith
~~Sarah Sandford-Smith~~ Judge
Judge of the Superior Court of the State of
California, County of Alameda

“EXHIBIT 1”

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12 Attorneys for Plaintiff DULCE CHAVEZ,
13 on behalf of herself and current and former aggrieved employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ALAMEDA**

16 DULCE CHAVEZ, on behalf of herself and
17 current and former aggrieved employees,

18 Plaintiff,

19 vs.

20 MATTSON TECHNOLOGY, INC., and DOES
21 1 to 100, inclusive,

22 Defendants.

Case No.: 24CV066312

[Assigned for all purposes to the Hon. Sarah
Sandford-Smith, Dept. 17]

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

1 The Court, having reviewed and considered the Motion for Approval of Private Attorneys
2 General Act Settlement and all documents submitted in support of the motion, **HEREBY ORDERS**
3 **AND ENTERS JUDGMENT AS FOLLOWS:**

4 1. The Court hereby grants Plaintiff’s Motion for Approval of PAGA Settlement. For
5 purposes of this Final Order and Judgment (“Order”), the Court adopts all defined terms as used in
6 the Joint Stipulation and PAGA Settlement Agreement (“Settlement Agreement”) between Plaintiff
7 Dulce Chavez (“Plaintiff”) and Defendant Mattson Technology, Inc. (“Defendant”). A copy of the
8 Settlement Agreement is attached as **Exhibit 1** to the Declaration of Eric J. Naessig in Support of
9 Plaintiff’s Motion for Approval of Private Attorneys General Act Settlement and is made part of
10 this Order. The obligations set forth in the Settlement Agreement are deemed part of this Order, and
11 the Parties and Administrator are ordered to carry out the Settlement Agreement according to its
12 terms and provisions.

13 2. Pursuant to California Code of Civil Procedure section 664.6, this Court has
14 jurisdiction over all claims asserted in the Action, Plaintiff, the Aggrieved Employees, and
15 Defendant for purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing
16 settlement administrator matters, and (iii) addressing such post-Judgment matters as are permitted
17 by law.

18 3. The Aggrieved Employees consist of all hourly-paid and/or non-exempt employees
19 who worked for Defendant (either directly or through a staffing agency) within the State of
20 California during the PAGA Period. The PAGA Period means the period between December 28,
21 2022, through December 31, 2024.

22 4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
23 Code section 2699, *et seq.*, the Court approves the Settlement Agreement and finds that it is fair and
24 reasonable and provides genuine and meaningful relief consistent with the underlying purpose of PAGA
25 to benefit the public.

26 5. The Court finds that notice of the Settlement Agreement was provided to the Labor and
27 Workforce Development Agency (“LWDA”), as required by Labor Code § 2699.3 *et. seq.*

28 6. The Court approves the terms set forth in the Settlement Agreement and finds that

1 the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
2 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
3 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
4 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
5 The Court also finds that settlement now will avoid additional and potentially substantial litigation
6 costs, as well as delay and risks if the Parties were to continue to litigate the case.

7 7. The Settlement Agreement is not an admission by Defendant or by any other of the
8 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
9 by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor
10 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may
11 be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
12 liability whatsoever by or against Defendant or any of the other Released Parties.

13 8. Defendant shall fund the Gross Settlement Amount no later than twenty-one (21)
14 calendar days after the date that the court enters this Order approving the Settlement Agreement.

15 9. Within fourteen (14) calendar days after the deadline for Defendant to fund the Gross
16 Settlement Amount, Defendant will send a list of all Aggrieved Employees to the Settlement
17 Administrator, containing each Aggrieved Employee's: (1) full name; (2) last-known home address;
18 (3) total number of PAGA Pay Periods; and (4) social security number ("PAGA Data").

19 10. Within twenty-one (21) calendar days after Defendant's deadline to submit PAGA
20 Data, the Settlement Administrator shall calculate and disburse all payments due under the
21 Settlement Agreement, including all Individual PAGA Payments, the Attorney Fee Award, the
22 Litigation Cost Award, the LWDA's portion of the PAGA Payment, and the Administration Costs

23 11. The PAGA Payment, estimated at \$142,926.75 (the remainder of the Gross
24 Settlement Amount (\$240,000.00) after deducting PAGA Counsel's fees (estimated as \$80,000.00)
25 and costs (\$14,323.25), and the costs of administration (\$2,750.00)), shall be allocated for payment
26 of civil penalties and shall be distributed 75% (estimated as \$107,195.06) to the LWDA and 25%
27 (estimated as \$35,731.69) to the Aggrieved Employees.

28 12. The PAGA Payment shall be distributed to Aggrieved Employees pro rata based on

1 the number of pay periods worked by each Aggrieved Employee during the PAGA Period,
2 according to the terms of the Settlement Agreement.

3 13. The Settlement Administrator shall distribute funds pursuant to the procedure
4 described in the Settlement Agreement.

5 14. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

6 15. The Court hereby confirms Simpluris, Inc. as the Settlement Administrator and
7 confirms that costs in the amount of \$2,750.00 for administration of the settlement are reasonable.

8 16. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of One-
9 Third of the Gross Settlement Amount, which is currently estimated as \$80,000.00 and attorneys'
10 costs of \$14,323.25, for a total attorneys' fees and costs award of \$94,323.25. The payment of
11 attorneys' fees and costs to PAGA Counsel shall be made in accordance with the terms of the
12 Settlement Agreement.

13 17. All settlement checks will remain valid for 180 days after which the checks shall
14 become null and void, and any monies remaining in the distribution account shall be transmitted to
15 the California State Controller for deposit in the Unclaimed Property Fund in the name of the
16 Aggrieved Employee to whom the uncashed Individual PAGA Payment check was addressed.

17 18. The Court finds, orders, adjudges, and decrees that the scope of the release of claims
18 in the Settlement Agreement and this Order, including the definitions of PAGA Released Claims,
19 PAGA Period, and PAGA Released Parties, is entirely consistent with and adequately supported by
20 the scope of the operative complaint in this Action and PAGA notices filed with the LWDA.

21 19. The Court further orders, adjudges, and decrees that upon Defendant full funding of
22 the entire Gross Settlement Amount, all Aggrieved Employees and the State of California, including the
23 LWDA, on their own behalf and on behalf of their respective current, former and future heirs, spouses,
24 executors, administrators, agents, and attorneys, are hereby deemed to fully, finally, and forever
25 release and relinquish all PAGA Released Claims during the PAGA Period against the PAGA
26 Released Parties, including for attorney's fees and costs and any and all claims, causes of actions,
27 liabilities, demands, and obligations for civil penalties that were alleged, or reasonably could have
28 been alleged, based on the facts stated in the Complaint, Amended Complaint, the initial PAGA

1 Notice and the amended PAGA Notice.

2 20. "Released Parties" means Defendant and its past or present officers, directors,
3 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
4 consultants, insurers and reinsurers, and their respective successors and predecessors in interest,
5 subsidiaries, affiliates, parents, attorneys, any entities which can be considered joint employers, and
6 any and all staffing agencies engaged by Defendant during the PAGA Period, including, but not
7 limited to, Acara Solutions Inc., Universal Protection Service, LP, d/b/a Allied Universal Security
8 Services, Anaya Technologies, Inc., Andreas Fisher Consulting, Balance Staffing Workforce, LLC,
9 Dewinter Associates, General Software Systems, Perint Sarimba, Inc, Progent Corporation, Quality
10 Resource Center, Randstad, Robert Half, and Roth Staffing Companies L.P. d/b/a Ultimate Staffing
11 Services.

12 21. "PAGA Released Claims" means any and all allegations, causes of action, liabilities,
13 demands, obligations, and claims, whether known or unknown, against PAGA Released Parties for
14 penalties pursuant to PAGA, and attorney's fees and costs related thereto, based on any and all
15 underlying Labor Code violations that were or reasonably could have been alleged to have arisen during
16 the PAGA Period based on the facts alleged in the Complaint, Amended Complaint, and the PAGA
17 Notices, which includes, but is not necessarily limited to, alleged violations of California Labor Code
18 sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1,
19 1198, 2800, 2802, and Industrial Welfare Commission Wage Order No. 4, and any other applicable
20 Wage Order, including for (1) failure to pay the Aggrieved Employees all wages earned, including
21 minimum wage and overtime wage, for all hours worked, including due to alleged off-the-clock work,
22 inaccurate regular rate of pay, and inaccurate wage calculations, (2) failure to reimburse Aggrieved
23 Employees for business expenses, such as for use of personal cell phones, personal internet and data,
24 and other personal device use, and for travel related reimbursements, such for travel by car or plane, (3)
25 failure to provide legally required and compliant meal periods to the Aggrieved Employees, (4) failure
26 to provide legally required and compliant rest periods to the Aggrieved Employees, (5) failure to
27 timely pay earned wages during employment to the Aggrieved Employees, (6) failure to provide
28 complete and accurate wage statements to the Aggrieved Employees, (7) failure to timely pay the

1 Aggrieved Employees all wages due at time of termination/resignation and (8) failure to maintain
2 adequate employment records for the Aggrieved Employees.

3 22. The Settlement Administrator shall file a final report by
4 _____, indicating the total amount paid to the LWDA and the
5 Aggrieved Employees and confirming that uncashed funds have been distributed.

6
7 **IT IS SO ORDERED.**

8 Dated: _____
9 _____
10 Hon. Sarah Sandford-Smith
11 Alameda County Superior Court Judge
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