

ATTACHMENT A – Back Pay Fund Claims Process

1. Retention of Administrator. Apple shall select one Administrator, subject to IER’s approval, to administer the Back Pay Compensation Fund (“Fund”) and enter into an Administration Agreement (“Agreement”). The date that the Administrator is retained shall be the Fund date. Apple will pay the Administrator’s fees, and reasonable costs and expenses (which is an amount separate from the claims monies paid into the Fund).

(A) The Administrator will be required to comply with the provisions of the Agreement applicable to the Administrator, including all provisions regarding confidentiality and data privacy. The Administrator shall maintain the confidentiality of all non-public materials received in connection with its duties under the Agreement except in communications with the U.S. Department of Justice, Civil Rights Division, the Immigrant and Employee Rights Section (“IER”), Apple Inc. (“Apple”), and Apple’s counsel (as detailed in Paragraph 1(B)) (collectively, the “Parties”) or to the extent necessary to comply with its obligations under the Agreement or applicable law. The Administrator shall abide by all relevant and applicable privacy laws, including international data privacy laws, in the course of its duties administering the Fund. The data and information provided in connection with Attachment A, including but not limited to all data provided by Apple on Attachment B, shall only be used for purposes of administering the Fund and shall not be retained for any other purpose except as required by law.

(B) The Administrator shall keep the Parties reasonably informed via e-mail to: ierapplecase@usdoj.gov, Erik Lang, Sam Shirazi, William Hanrahan, Jennifer Brown; April Williams; Kim Parker, and Jamie Yood with the subject line IER-Apple Settlement 197-11-963 of steps taken in the administration of the Fund. The Administrator shall provide regular updates to the Parties on the progress on the administration of the Fund during and after the Claims

Period (*see* Paragraph 5) as follows: (1) a report approximately 30 calendar days after the beginning of the Claims Period; (2) subsequent reports every 30 calendar days until the Claims Period closes; (3) reports every 30 calendar days during the Claims Review period (*see* Paragraph 9); and (4) a Final Report (*see* Paragraph 12).

2. Guiding Documents. Apple will provide a document called “Attachment B” that will list “Potentially Deterred Applicants” and “Potentially Not Considered Applicants,” collectively considered “Potential Claimants” as detailed in Exhibit 1.

3. Website. Before contacting Potential Claimants, the Administrator, with Apple’s assistance, will create a Fund-specific secure website, email address, and toll-free telephone number (and accompanying TTY text telephone number). The secure website will allow Potential Claimants to contact and submit questions to the Administrator, access the Claim Form, and submit their claims and tax forms with electronic signatures. The Parties shall approve all content on this website, and the website shall clearly state: “Apple has reached an agreement with the U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section, to resolve allegations of discrimination in PERM recruitment based on citizenship status. This agreement does not constitute an admission by Apple of any liability or wrongdoing and Apple vigorously denies that it engaged in any discriminatory recruitment practices. If you electronically applied for a U.S.-based job with Apple between November 2, 2017 and November 8, 2023 you may be entitled to compensation.”

4. Claim Form. The Administrator shall contact all Potential Claimants as follows:

(A) No later than 45 calendar days after receiving the final list of Potential Claimants from IER or the Administrator’s resolution of any dispute regarding the final list of Potential Claimants, as detailed in Exhibit 1, the Administrator shall send by email (if available)

and First-Class Mail a “Claim Form” to all Potential Claimants. The Administrator shall provide this Claim Form to the Parties for approval at least 30 calendar days before it plans to send the Claim Form, and shall not send the Claim Form without the Parties’ approval. Apple shall have 10 calendar days to recommend revisions to the Claim Form, and IER shall have an additional 10 calendar days thereafter to recommend revisions to the Claim Form. Any unresolved dispute regarding the content of the Claim Form shall be resolved by the Administrator within 10 calendar days. The Claim Form shall include a link to the Fund-specific website described in Paragraph 3 and instructions on how to submit the Claim Form, and shall provide the deadline to file a claim. The Claim Form will include an assurance from the Administrator that all collected information will be kept confidential unless required by law to be disclosed or as requested by the Parties. The contents of the Claim Form to be included with this initial notice are described in Paragraph 7. The Administrator shall accept Claims Forms completed manually and returned by mail, by email to the email address specified on the Website for such purposes, or by an online submission portal on the Website.

(B) 30 calendar days after sending the “Claim Form,” the Administrator will send by e-mail and First-Class Mail a “Follow-up Claim Form” to all Potential Claimants who did not respond to the “Claim Form.” The Administrator shall provide a copy of this “Follow-up Claim Form” to the Parties for approval at least 30 calendar days before sending. Apple shall have 10 calendar days to recommend revisions to the “Follow-up Claim Form,” and IER shall have an additional 10 calendar days thereafter to recommend revisions to the “Follow-up Claim Form.” Any unresolved dispute regarding the content of the “Follow-up Claim Form” shall be resolved by the Administrator within 10 calendar days. If the “Claim Form” is returned as undeliverable for any Potential Claimants, the Administrator shall use the National Change of

Address (“NCOA”) database and Accurint to identify alternative mailing addresses and shall promptly re-mail the notice to the alternate address for each such Potential Claimant by First-Class mail and Certified Mail return receipt requested. Such mailing to an alternative address shall be considered the “Follow-up Claim Form” for such Potential Claimants.

(C) Within 15 calendar days of completion of the mailings required by Paragraphs 4(A) and 4(B), the Administrator shall certify to the Parties the dates that the mailings occurred. The Administrator shall keep records of all mailings required by this section that are returned as undeliverable, the efforts made to identify alternative addresses, and the alternative addresses used for the “Follow-up Claim Form.”

5. Claims Filing Period. The Claims Period for Potential Claimants to timely file claims will end 60 calendar days after the Administrator mails out the final “Follow-up Claim Form.” The Administrator will promptly notify a Potential Claimant if there is an issue(s) with their claim that can be corrected (e.g., missing information or an unsigned form). Potential Claimants may attempt to cure a deficient claim at any time during the Claims Period as well as for an additional 30 calendar day period thereafter so long as the initial claim was timely filed during the Claims Period. The Administrator will respond to any inquiries from Potential Claimants and will contact the Parties should there be an issue to which the Administrator cannot respond (e.g., because the Administrator needs the Parties to clarify an issue so the Administrator can accept or reject a claim). The Administrator shall accept Claim Forms submitted within 60 calendar days following the close of the Claims Period if the Administrator determines that the claim is late for good cause or reasons not attributable to the Potential Claimant and, if deficient, the claim can be cured within the 90-day period following the close of the Claims Period.

6. Qualified Individuals. Any individual who submits a Claim Form shall be

considered a “Responding Potential Claimant.” To be entitled to relief, a Responding Potential Claimant must meet the eligibility requirements and timely submit a Claim Form, pursuant to the claims period in Paragraph 5. “Qualified Individuals” are Responding Potential Claimants who the Administrator determines meet the following “Eligibility Requirements”¹:

(A) The Responding Potential Claimant was a “protected individual” under 8 U.S.C. § 1324b(a)(3)² at the time they applied to the PERM-related Requisition or the Non-PERM Requisition;

(B) The Responding Potential Claimant was either a Potentially Deterred Applicant or a Potentially Not Considered Applicant as explained in Exhibit 1; and

(C) The Responding Potential Claimant met the job requirements for the PERM-related Requisition set out in Attachment B, including: met the educational requirement (e.g., Bachelor’s degree, Master’s degree, etc.), majored in a relevant field of study, and had the requisite years of experience, at the time they applied to the PERM-related Requisition or the Non-PERM Requisition based on the resume or equivalent information the Responding Potential Claimant previously provided to Apple.

¹ All Potentially Not Considered Applicants shall be deemed to have met the job requirements of Paragraph 6(C) by their inclusion on Attachment B. The Administrator does not need to determine whether the Potentially Not Considered Applicants meet the job requirements as set forth in paragraph 6(C); but the Potentially Not Considered Applicants must timely submit a Claim Form to be entitled to relief.

² The term “protected individual” means an individual who—“(A) is a citizen or national of the United States, or (B) is a [non-U.S. citizen] who is lawfully admitted for permanent residence, is granted the status of a [non-U.S. citizen] lawfully admitted for temporary residence under section 1160(a) or 1255a(a)(1) of this title, is admitted as a refugee under section 1157 of this title, or is granted asylum under section 1158 of this title.” A “protected individual” does not include “(i) a [a non-U.S. citizen] who fails to apply for naturalization within six months of the date the [non-U.S. citizen] first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) [a non-U.S. citizen] who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the [non-U.S. citizen] can establish that the alien is actively pursuing naturalization, except that time consumed in the Service’s processing the application shall not be counted toward the 2-year period.” The Parties shall have the ability to assist the Administrator in determining which Responding Potential Claimants qualify as protected individuals should questions arise.

7. Proof Necessary for Claims. Any Potential Claimant who wishes to receive compensation as a Qualified Individual must submit a timely Claim Form, in accordance with Paragraph 5, to the Administrator including the below information and must subsequently submit applicable tax forms, as specified in Paragraph 13, in order to receive compensation; *provided, however,* that Potentially Not Considered Applicants are only required to submit as part of their Claim Form the information requested in Paragraphs 7(A), 7(B) and 7(D)(2). The Claim Form will request the following information:

(A) Identifying Information

- 1) Name
- 2) Mailing Address
- 3) Phone Number
- 4) E-mail Address
- 5) Preferred means of contact (select one)
 - a. Phone
 - b. E-mail
 - c. Mail
- 6) Any anticipated change in contact information within the next year and the approximate date that the change will go into effect.

(B) Citizenship Status Information

- 1) Citizenship or immigration status on the date the Potential Claimant applied to the position, with the following checkboxes and additional fields:
 - a. U.S. citizen

- b. U.S. national
- c. Lawful permanent resident (including date residency granted and whether there has been an application for naturalization (and date of any such application))
- d. Granted refugee status
- e. Granted asylum status (including date asylum granted and explanation that this does not include asylum applicants not yet granted asylum)
- f. Other immigration status (allowing additional information to be provided).

(C) Confirm Dates of Applications Submitted to Apple and Resume

- 1) Confirm date(s) and job title(s) of all applications submitted to Apple between November 2, 2017 and November 8, 2023 along with name, address, and email address used for submission, if different than current name, address, and email address. The relevant information will be provided by the Administrator as part of the Claim Form from Attachment B; and
- 2) Confirm the resume or equivalent information previously submitted to Apple included accurate information regarding education with dates of completion, degree earned including the field of study, and work experience with the dates of employment. The resume will not be provided as part of the Claim Form.

(D) Employer Information

- 1) If applicable, Claimant's employer at the time Claimant applied to an Apple position(s). In addition:
 - a. Date of hire
 - b. Date of termination or separation, if applicable
 - c. Annual Salary
- 2) If applicable, any other employment started within 365 days of Claimant's application to an Apple position. For each such employer:
 - a. Date of hire
 - b. Date of termination or separation, if applicable
 - c. Annual Salary

B. Declaration

- 1) I, _____, declare that: (a) I am 18 years or older and am either submitting this on my own behalf or I have the legal authority to submit on behalf of someone else, (b) I submitted an accurate resume including the information about my education and years of experience, relevant field of study, and skills for the positions for which I submitted application(s) to Apple, as referenced above on this claim form, (c) if I was unemployed at the time that I submitted said application(s) to Apple, I made efforts to find other employment similar to the positions for which I was applying at Apple, and (d) that all of the information in this Claim Form is true and correct to the best of my knowledge.

2) Signature and Printed Name and, where applicable, the printed name of the representative

3) Date

8. Reasonable Inquiries. The Administrator may make reasonable inquiries for additional information from Apple in order to determine whether a Responding Potential Claimant shall be considered a Qualified Individual. The Parties and the Administrator retain the right to make reasonable inquiries from Responding Potential Claimants as needed to help assess claims for compensation, including application materials.

9. Claims Review. Within 180 calendar days after the expiration of the Claims Period, the Administrator shall finalize the determination regarding which Responding Potential Claimants are Qualified Individuals with valid claims for compensation and calculate the amounts to be paid to those Qualified Individuals according to the provisions in Paragraph 10. No individual, other than the Parties, may request a review by the Administrator of these determinations.

10. Compensation Criteria. The Administrator shall calculate the amount to be distributed to Qualified Individuals “Fund Distribution” by:

(A) Identifying all of the PERM-related Positions listed in Attachment B, for which the Administrator receives a valid claim from at least one Qualified Individual;

(B) Calculating the median of the annual wage range of each PERM-related Position listed on Attachment B;

(C) For each PERM-related position listed on Attachment B, determining the number of Qualified Individuals who applied;

(D) For each Qualified Individual who applied or could have applied for a

PERM-related position, the amount of back pay they would be entitled to for one year's salary given the median annual wage range for the PERM-related position and any interim earnings and mitigation by the Qualified Individual;

(E) Dividing the resulting number from Paragraph 10(B) among the Qualified Individuals identified in Paragraph 10(C) for each PERM-related Position, considering a Qualified Individual's interim earnings and mitigation efforts, to determine the "Potential Distribution" for each Qualified Individual.

11. Cap. If the total amount of the estimated Fund Distributions exceeds the cap of the Fund, as specified in Paragraph 14, the Administrator will prorate each Qualified Individual's Fund Distribution. The Administrator will use the fraction that represents the share of the total estimated Fund Distributions allotted to the Qualified Individual out of the total estimated Fund Distributions, and include the prorated amount for each individual in the Final Report. In no event shall the total of the Fund Distributions exceed the cap of the Fund or the total distribution to any one person.

12. Final Report. No later than 60 calendar days after the Claims Period ends, the Administrator shall submit to the Parties a report, ("Initial Final Report"), on the number of claims submitted, the number of Qualified Individuals, the amount owed to each Qualified Individual, and the name and contact information of each Qualified Individual to be paid. The Parties and the Administrator shall keep the Initial Final Report, including all of its iterations, and the contents thereof confidential between the Parties and Administrator. No later than 15 calendar days after the cure period for late claim forms ends, the Administrator shall supplement the Initial Final Report with the number of claims, the number of Qualified Individuals, the amount owed to each Qualified Individual, and the name and contact information of each

Qualified Individual to be paid based on the late claim forms. Apple and IER shall have 60 calendar days after receiving the Administrator's Initial Final Report to recommend revisions to the Initial Report, including but not limited to challenging the Administrator's initial determinations that Responding Potential Claimants meet the eligibility criteria in Paragraph 6 to become Qualified Individuals and challenging the calculation of amounts to be paid to Qualified Individuals. Apple and IER shall have an additional 30 calendar days thereafter to respond to any recommended revisions of the Administrator's determinations. Any unresolved dispute regarding the Administrator's initial determinations shall be resolved by the Administrator. No individual, other than the Parties, may request a review by the Administrator of these determinations. The Administrator shall make the final determinations in a revised report ("Final Report"), which shall be provided to the Parties and subject to the same confidentiality provisions as the Initial Final Report. The Final Report shall be issued no later than 60 calendar days following the submission of any responses to Apple or IER's recommended revisions.

13. Letter and Applicable Tax Forms. Within 30 calendar days of the Administrator's issuance of the Final Report, the Administrator shall send a letter explaining the Fund ("Letter"), direct deposit form, and any necessary tax forms by email and First-Class Mail to each Qualified Individual included on the Final Report. The Letter shall include with the mailing a stamped envelope pre-addressed with the appropriate mailing address for Qualified Individuals to return the tax form, if sending by First-Class Mail. Qualified Individuals will also have the option to return the tax form by email or by submitting them through the Fund-specific secure website required under Paragraph 3. The Letter shall explain that the Qualified Individual is eligible for back pay and explain what the Qualified Individual must do to claim the back pay, including by completing and returning the enclosed tax form, within 60 calendar days of the date on the

Letter. The Letter shall contain a release of claims (“Release”), which upon signature by the Qualified Individual releases Apple from all legally waivable claims of discrimination stemming from the underlying facts and findings of IER’s investigation. The Administrator shall provide the Letter, including the Release, to the Parties for approval at least 15 calendar days before sending, and shall not send the letter without the approval of the Parties. Within 15 calendar days of sending the Letter and tax form(s), the Administrator shall certify to the Parties the dates that the mailings occurred. Absent exigent circumstances that the Administrator determines prevented a timely return, only Qualified Individuals who have returned a completed tax form, which must include the Qualified Individual’s social security number (if the person has been issued a social security number), and signed Release to the Administrator that is postmarked or transmitted by email or through the Fund-specific secure website within 60 calendar days from the date the Administrator sent the tax form and Release, shall be entitled to receive compensation pursuant to Paragraph 10. The Administrator will forward Apple and its counsel (as detailed in Paragraph 1(B)) the completed tax forms and signed Releases. If any Qualified Individuals listed in the Final Report do not return the tax forms and signed Releases, the Administrator will make any necessary adjustments to Fund Distributions and inform the Parties.

14. Establishment of Back Pay Fund. Within 30 calendar days after the deadline for Qualified Individuals to return completed tax forms and signed Releases, Apple will deposit the amount specified by the Administrator to compensate all Qualified Individuals into the Fund. The Fund shall be capped at a maximum of \$18,250,000. The Administrator shall withhold applicable taxes based on the rates of the current year and shall provide each Qualified Individual with all applicable income tax reporting forms. Apple will provide the Administrator additional funds necessary for paying any employer-side taxes or contributions due to the federal

or state government based on the payments made to Qualified Individuals pursuant to this Agreement. If the Administrator deems it necessary, the Administrator shall follow the applicable instructions contained in IRS Publication 957 and credit the Qualified Individuals' allocated funds to the calendar quarters of the year when the compensation would have been earned.

15. Prohibition on Double Recovery. If any Qualified Individual is eligible for a distribution for more than one PERM-related Position, the Qualified Individual shall not be entitled to a Fund Distribution of more than one year of lost wages or the Qualified Individual's actual lost wages, whichever amount is less. Such Qualified Individuals will not be counted towards other PERM-related Positions for which they did not receive a distribution.

16. Uncashed Checks. Checks will expire no sooner than 180 calendar days from issuance. In the event that there remain uncashed checks after reasonable efforts by the Administrator to contact a Qualified Individual (including, for example, skip-trace searches), the Administrator shall send those payments to the state in which the Qualified Individual resides as required by the law of that state. Should there be no such law, then the residual amount will be returned to Apple. If at any time after expiration of the check, but before the funds are disbursed to a state or back to Apple, the Administrator shall reissue the check to the Qualified Individual if the Qualified Individual requests reissuance of the check.

17. Confidentiality. The Parties shall treat Attachment B as confidential and not disclose it to any person or entity, except as required under this Agreement or by law.