

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

(Amendment No. 1)

(Rule 14d-100)

Tender Offer Statement Under Section 14(d)(1) or Section 13(e)(1)
of the Securities Exchange Act of 1934

Semitool, Inc.

(Name of Subject Company (Issuer))

Jupiter Acquisition Sub, Inc. (Offeror) Applied Materials, Inc. (Parent of Offeror)

(Names of Filing Persons)

COMMON STOCK, NO PAR VALUE PER SHARE

(Title of Class of Securities)

816909105

(CUSIP Number of Class of Securities)

Joseph J. Sweeney, Esq.
Senior Vice President, General Counsel
and Corporate Secretary
Applied Materials, Inc.
3050 Bowers Avenue
P.O. Box 58039
Santa Clara, California 95052-8039
(408) 727-5555

(Name, address and telephone number of person authorized to receive notices
and communications on behalf of filing persons)

With a copy to:

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CALCULATION OF FILING FEE

Transaction Valuation*: \$373,489,952

Amount of Filing Fee**: \$20,841

* Estimated solely for the purpose of calculating the registration fee in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act"), based on the product of (i) \$11.00 (i.e. the tender offer price) and (ii) 33,953,632, the estimated maximum number of shares of Semitool common stock to be acquired in the tender offer (which number is composed of 32,751,356 shares of Semitool common stock outstanding as of November 16, 2009, 1,192,226 shares of Semitool common stock issuable upon the exercise of outstanding options having an exercise price of less than \$11.00 and 10,050 shares of Semitool common stock subject to restricted stock units).

** The amount of the filing fee calculated in accordance with the Exchange Act, equals \$55.80 for each \$1,000,000 of value. The filing fee was calculated in accordance with Rule 0-11(d) under the Exchange Act and Fee Rate Advisory #3 for fiscal year 2010, issued October 30, 2009.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount previously paid: \$ 20,841

Form or registration no.: Schedule TO-T

Filing Party: Applied Materials, Inc. and Jupiter Acquisition Sub, Inc.

Date Filed: November 19, 2009

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
 issuer tender offer subject to Rule 13e-4.
 going-private transaction subject to Rule 13e-3.

amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

INTRODUCTORY STATEMENT

This Amendment No. 1 (this “Amendment”) amends and supplements the Tender Offer Statement on Schedule TO (which, together with any amendments and supplements thereto, collectively constitute the “Schedule TO”) that was originally filed with the Securities and Exchange Commission (the “SEC”) on November 19, 2009 by (i) Jupiter Acquisition Sub, Inc., a Montana corporation (“Acquisition Sub”) and a wholly-owned subsidiary of Applied Materials, Inc., a Delaware corporation (“Applied”), and (ii) Applied. The Schedule TO relates to the purchase of all of the outstanding shares of common stock, no par value per share, of Semitool, Inc., at a purchase price of \$11.00 per share, net to the seller in cash, without interest thereon and less any required withholding tax, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 19, 2009 (the “Offer to Purchase”), and in the related Letter of Transmittal (which, together with the Offer to Purchase and any amendments or supplements thereto, collectively constitute the “Offer”), copies of which were filed with the Schedule TO as Exhibits (a)(1) and (a)(2) thereto, respectively. This Amendment is being filed on behalf of Acquisition Sub and Applied. The information set forth in the Offer to Purchase and the related Letter of Transmittal is hereby expressly incorporated by reference in answer to Items 1 through 9 and 11 of this Amendment, and is amended and supplemented by the information specifically provided herein.

Capitalized terms used and not defined in this Amendment have the meanings assigned to such terms in the Offer to Purchase.

ITEM 11. ADDITIONAL INFORMATION.

Item 11 of the Schedule TO is amended and supplemented by amending and supplementing the information set forth in Section 14 (Certain Legal Matters) of the Offer to Purchase as follows:

The following paragraph replaces the first paragraph under the caption “Foreign Approvals” on page 50:

Under German merger control law, the purchase of shares of Semitool common stock in the Offer may not be completed until the expiration of a one month waiting period following the Federal Cartel Office’s (the “FCO”) receipt of a complete filing by Applied and no decision of the FCO to enter into an in-depth investigation (Hauptprüfverfahren) has been passed or a clearance has been obtained. Applied filed a merger control notification with the FCO on November 18, 2009. Accordingly, the required waiting period with respect to the Offer and the Merger is expected to expire at 5:59 p.m., New York City time, on December 18, 2009 unless clearance has been obtained earlier or the FCO has entered into an in-depth investigation prior to that time. If the latter is the case, the waiting period with respect to the Offer and the Merger will be extended until the expiration of four months following the FCO’s receipt of the complete notification, unless clearance has been obtained. After expiration of the four month waiting period, the waiting period can be extended only with the consent of Applied and Semitool.

The following text is added after the fifth full paragraph on page 50:

Litigation

On or about November 19, 2009, a purported class action lawsuit related to the Offer and the Merger was filed in the Montana Eleventh Judicial District Court, County of Flathead, captioned *Stationary Engineers Local 39 Pension Trust Fund vs. Semitool, Inc., et al.* (Cause No. DV-09-1461(B)). The action, brought by Stationary Engineers Local 39 Pension Trust Fund, a purported shareholder of Semitool, seeks certification of a class of all holders of Semitool common stock (except the defendants and their affiliates) and names Semitool, each of Semitool’s directors, Applied and Acquisition Sub as defendants. The lawsuit alleges, among other things, that the Offer and the Merger are the result of an unfair process, that the \$11.00 per share price is unfair, and that Semitool’s directors breached their fiduciary duties by, among other things: (i) failing to maximize shareholder value; (ii) securing benefits for certain defendants at the expense or to the detriment of Semitool’s public shareholders; (iii) discouraging and/or inhibiting alternative offers to purchase control of Semitool or its assets; and (iv) failing to disclose material non-public information. In addition, the lawsuit alleges that Applied aided and abetted such alleged breaches of fiduciary duties by Semitool’s directors. Based on these allegations, the lawsuit seeks, among other relief, injunctive relief enjoining the defendants from consummating the Offer and the Merger and damages. It also purports to seek recovery of the costs of the action, including reasonable attorneys’ and experts’ fees.

On November 23, 2009, plaintiff filed a motion for expedited proceedings requesting, among other things, that the Court schedule a hearing on plaintiff’s proposed motion for a preliminary injunction no later than December 15, 2009. While it has not yet been served in the action, Applied believes the claims alleged against it in the complaint to be without merit and intends to defend against them vigorously. In addition, Semitool has informed us that it also believes the allegations against it to be without merit, and that it intends to defend against the claims vigorously. The foregoing description of this lawsuit is qualified in its entirety by reference to the complaint related thereto, a copy of which is filed as Exhibit (a)(10) to the Schedule TO and is incorporated herein by reference.

ITEM 12. EXHIBITS.

Item 12 of the Schedule TO is hereby amended and supplemented by adding thereto the following exhibit:

- (a)(10) Complaint captioned *Stationary Engineers Local 39 Pension Trust Fund vs. Semitool, Inc., et al.* (Cause No. DV-09-1461(B)) filed on November 19, 2009, in the Montana Eleventh Judicial District Court, County of Flathead.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
(a)(1)	Offer to Purchase, dated November 19, 2009.*
(a)(2)	Form of Letter of Transmittal.*
(a)(3)	Form of Notice of Guaranteed Delivery.*
(a)(4)	Form of Letter from the Information Agent to Brokers, Dealers, Banks, Trust Companies and Other Nominees.*
(a)(5)	Form of Letter to Clients for use by Brokers, Dealers, Banks, Trust Companies and Other Nominees.*
(a)(6)	Instructions for Certification of Taxpayer Identification Number on Substitute Form W-9.*
(a)(7)	Joint Press Release issued by Applied Materials, Inc. and Semitool, Inc. on November 17, 2009 (incorporated by reference to the Form 8-K filed by Applied Materials, Inc. with the Securities and Exchange Commission on November 17, 2009).
(a)(8)	Summary Newspaper Advertisement published in The Wall Street Journal on November 19, 2009.*
(a)(9)	Press Release issued by Applied Materials, Inc. on November 19, 2009.*
(a)(10)	Complaint captioned <i>Stationary Engineers Local 39 Pension Trust Fund vs. Semitool, Inc., et al.</i> (Cause No. DV-09-1461(B)) filed on November 19, 2009, in the Montana Eleventh Judicial District Court, County of Flathead.
(b)	Not applicable.
(d)(1)	Agreement and Plan of Merger, dated as of November 16, 2009, by and among Applied Materials, Inc., Jupiter Acquisition Sub, Inc. and Semitool, Inc.*
(d)(2)	Noncompetition Agreement, dated as of November 16, 2009, by Larry E. Murphy in favor of and for the benefit of Applied Materials, Inc.*
(d)(3)	Noncompetition Agreement dated as of November 16, 2009, by Raymon F. Thompson in favor of and for the benefit of Applied Materials, Inc.*
(d)(4)	Form of Tender and Support Agreement, dated as of November 16, 2009, by and among Applied Materials, Inc., Jupiter Acquisition Sub, Inc. and each of the following: Raymon F. Thompson and Ladiene A. Thompson (and/or related trusts); Howard A. Bateman; Donald P. Bauman; Timothy C. Dodkin; Daniel J. Eigeman; Charles P. Grenier; Steven C. Stahlberg; Steven R. Thompson; Larry E. Murphy; Larry A. Viano; James L. Right; Paul M. Siblingrud; Klaus Pfeifer and Richard C. Hegger.*
(d)(5)	Consulting Agreement, dated as of November 16, 2009, between Applied Materials, Inc. and Raymon F. Thompson.*
(d)(6)	Offer Letter, dated as of November 16, 2009, between Applied Materials, Inc. and Larry E. Murphy.*
(g)	Not applicable.
(h)	Not applicable.

* Previously filed with the Schedule TO.

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16 *Attorneys for Plaintiff*

17 **MONTANA ELEVENTH JUDICIAL DISTRICT COURT**
18 **FLATHEAD COUNTY**

19 STATIONARY ENGINEERS LOCAL 39)
20 PENSION TRUST FUND, Individually and on)
21 behalf of all others similarly situated,)

22 Plaintiff,)

23 vs.)

24 SEMITOOL, INC., RAYMON F. THOMPSON,)
25 HOWARD E. BATEMAN, DANIEL J. EIGEMAN,)
26 CHARLES P. GRENIER, TIMOTHY C. DODKIN,)
27 DONALD P. BAUMANN, STEVEN C.)
28 STAHLBERG, STEVEN R. THOMPSON,)
APPLIED MATERIALS, INC., and JUPITER)
ACQUISITION SUB, INC.,)

Defendants.)

Cause No. DV-09-1461(B)

CLASS ACTION COMPLAINT

KATHERINE R. CURTIS

Jury Trial Demanded

Plaintiff Stationary Engineers Local 39 Pension Trust Fund ("Plaintiff") alleges upon information and belief, except as to those allegations pertaining to Plaintiff which are alleged upon personal knowledge, as follows:

NATURE OF THE ACTION

1. This is a shareholder class action complaint brought by Plaintiff Stationary Engineers Local 39 Pension Trust Fund ("Plaintiff") on behalf of the holders of the common stock of Semitool, Inc. ("Semitool" or the "Company") against the Company, certain officers

1 and/or directors of Semitool, and other persons and entities (collectively, the “Defendants”)
2 involved in a proposed transaction to cash out the Company’s minority shareholders in a merger
3 for inadequate consideration (the “Proposed Transaction”).

4 2. This action seeks equitable relief relating to the Proposed Transaction, which is
5 the proposed acquisition of the outstanding common stock of the Company by Applied
6 Materials, Inc. (“AMI”), which designs, manufactures, and sells semiconductor fabrication
7 equipment worldwide.

8 3. On November 17, 2009, AMI announced that it would commence a tender offer
9 for the acquisition of Semitool. Under the terms of the Proposed Transaction, AMI will acquire
10 all of the outstanding shares of Semitool common stock for \$11.00 per share. AMI only needs
11 66.67% of the Company’s outstanding common stock to tender in the offer in order to
12 consummate the Proposed Transaction. Certain directors and executives of Semitool holding
13 approximately 32% of the Company’s outstanding common stock have already entered into
14 tender agreements with AMI and agreed to tender their shares in the Proposed Transaction.

15 4. The Proposed Transaction also calls for Semitool to pay Applied Materials \$3.6
16 million or the total of related fees and expenses, whichever is greater, if Semitool decides to
17 accept a competing bid. Semitool has also agreed to pay an additional \$14.4 million under other
18 conditions if the deal is not completed. AMI expects to close the tender offer by the end of the
19 year, and will acquire my remaining shares of Semitool at the same price paid in the tender offer.
20 After consummation of the Proposed Transaction, Semitool will be operated as a unit of AMI’s
21 Silicon Systems Group.

22 5. AMI seeks to acquire the remaining Semitool publicly held shares on unfair terms
23 and without regard to the best interests of the Company’s public shareholders or the intrinsic
24 value of Semitool’s stock. If the Proposed Transaction is consummated, AMI and Company
25 insiders would enrich themselves by acquiring the public shareholders’ interest in the Company
26 without paying a fair and adequate price, thereby irreparably harming Plaintiff and the
27 Company’s public shareholders.

28

1 R. Thompson.

2 14. Defendant Howard E. Bateman ("Bateman") served as a member of Semitool's
3 Board of Directors at all relevant times. Bateman has been a member of the Company's Board
4 since 1990 and also serves as Chairman of the Company's Compensation Committee.

5 15. Defendant Daniel J. Eigeman ("Eigeman") served as a member of Semitool's
6 Board of Directors at all relevant times. Eigeman has been a member of the Company's Board
7 since 1985 and serves as a member of the Company's Audit Committee.

8 16. Defendant Charles P. Grenier ("Grenier") served as a member of Semitool's
9 Board of Directors at all relevant times. Grenier has been a member of the Company's Board
10 since 2003 and serves ns a member of the Company's Audit Committee.

11 17. Defendant Timothy C. Dodkin ("Dodkin") served as a member of Semitool's
12 Board of Directors at all relevant times. Dodkin has been employed by the Company since 1983
13 and has been a member of the Company's Board since 1998. Dodkin served as Semitool's
14 European Sales Manager from 1985 to 1986, when he became Senior Vice President, Managing
15 Director of Semitool Europe, Ltd. From September 2001 to June 2003, Dodkin was the
16 Company's Senior Vice President, Global Sales and Marketing and from June 2003 to the
17 present he has served as Executive Vice President.

18 18. Defendant Donald P. Baumann ("Baumann") served as a member of Semitool's
19 Board of Directors at all relevant times. Baumann has been a member of the Company's Board
20 since 2003 and serves as a member of the Company's Compensation Committee.

21 19. Defendant Steven G. Stahlberg ("Stahlberg") served as a member of Semitool's
22 Board of Directors at all relevant times. Stahlberg has been a member of the Company's Board
23 since 2004 and serves as the Chairman of the Company's Audit Committee.

24 20. Defendant Steven R. Thompson ("S. Thompson") served as a member of
25 Semitool's Board of Directors at all relevant times. S. Thompson was employed at the Company
26 from 1982 to 1997, his last position being Vice President and General Manager of the Thermal
27 Products Division. S. Thompson is the son of Defendant R. Thompson.

28

1 21. Defendants R. Thompson, Bateman, Eigeman, Grenier, Dodkin, Baumann,
2 Stahlberg and S. Thompson are sometimes referred to herein as the “Individual Defendants.”

3 **THE FIDUCIARY DUTIES OF THE INDIVIDUAL DEFENDANTS**

4 22. By virtue of their positions as directors and/or officers of the Company, the
5 Individual Defendants owed and owe Plaintiff and the Company’s other public shareholders
6 fiduciary obligations of due care and loyalty and were and are required to: (a) act in furtherance
7 of the best interests of Plaintiff and the Class as shareholders of Semitool; (b) maximize value on
8 a sale of the Company; and (c) refrain from abusing their positions of control.

9 23. In accordance with their duties of loyalty, care and good faith, the Individual
10 Defendants, as directors and/or officers of Semitool, are obligated to refrain from:

- 11 a. participating in any transaction where the directors’ or officers’ loyalties
12 are divided;
- 13 b. participating in any transaction where the directors or officers receive or
14 are entitled to receive a personal financial benefit not equally shared by
15 the public shareholders of the corporation;
- 16 c. unjustly enriching themselves at the expense or to the detriment of the
17 public shareholders; and
- 18 d. taking any action that may adversely affect the value provided to the
19 corporation’s shareholders.

20 24. The Individual Defendants, separately and together, in connection with the certain
21 approval of the Proposed Transaction, have breached and will continue to breach the fiduciary
22 duties they owe to Plaintiff and the other public shareholders of Semitool, including their duties
23 of loyalty, good faith and care as more particularly set forth below.

24 **CLASS ACTION ALLEGATIONS**

25 25. Plaintiff brings this action individually and on behalf of the public shareholders of
26 Semitool common stock (the “Class”). The Class specifically excludes Defendants herein, and
27 any person, firm, trust, corporation or other entity related to, or affiliated with, any of the
28 Defendants.

1 26. This action is properly maintainable as a class action.

2 27. The Class is so numerous that joinder of all members is impracticable. As of
3 January 9, 2009, Semitool had over 12 million shares of common stock outstanding. Members
4 of the Class are scattered throughout the United States and are so numerous that it is
5 impracticable to bring them all before this Court.

6 28. Questions of law and fact exist that are common to the Class, including, among
7 others:

8 a. whether the Individual Defendants have fulfilled and are capable of
9 fulfilling their fiduciary duties owed to plaintiff and the Class;

10 b. whether the Individual Defendants have engaged and continue to engage
11 in a scheme to benefit AMI at the expense of Semitool shareholders in
12 violation of their fiduciary duties;

13 c. whether the Individual Defendants are acting in furtherance of their own
14 self interest and the interest of AMI to the detriment of the Class;

15 d. whether Defendants have disclosed and will disclose all material facts in
16 connection with the Proposed Transaction; and

17 e. whether Plaintiff and the other members of the Class will be irreparably
18 damaged if Defendants are not enjoined from continuing the conduct
19 described herein.

20 29. Plaintiff is committed to prosecuting this action and has retained competent
21 counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the
22 other members of the Class and Plaintiff has the same interests as the other members of the
23 Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and
24 adequately protect the interests of the Class.

25 30. The prosecution of separate actions by individual members of the Class would
26 create the risk of inconsistent or varying adjudications with respect to individual members of the
27 Class, which would establish incompatible standards of conduct for Defendants, or adjudications
28 with respect to individual members of the Class which would, as a practical matter, be

1 dispositive of the interests of the other members not parties to the adjudications or substantially
2 impair or impede their ability to protect their interests.

3 31. Preliminary and final injunctive relief on behalf of the Class as a whole is entirely
4 appropriate because Defendants have acted, or refused to act, on grounds generally applicable
5 and causing injury to the Class.

6 **SUBSTANTIVE ALLEGATIONS**

7 **Background**

8 32. Semitool designs, manufactures, installs and services equipment for use in the
9 fabrication of semiconductor devices. The Company's products are focused on the wet chemical
10 process steps in integrated circuit (IC) manufacturing and include systems for wafer surface
11 preparation and electrochemical deposition (ECD) applications. Semitool's surface preparation
12 systems are designed for Front End of Line (FEOL), Back End of Line (BEOL) and wafer level
13 packaging of ICs processes.

14 33. The Company's single wafer FEOL surface preparation systems are used for
15 photoresist stripping, post etch wd pre-diffusion cleans. Its BEOL surface preparation systems
16 are used for polymer removal and packaging applications. Its ECD systems are used to plate
17 copper and other metals, which are used for the IC's internal wiring, or interconnect; to plate
18 solder and lead free solder bumps for wafer level packaging applications, and to plate other
19 metals for various semiconductor and related applications.

20 34. Semitool sells its products to semiconductor manufacturers in North America,
21 Europe, and Asia. The Company was founded in 1979 and is headquartered in Kalispell,
22 Montana. Semitool's common stock is traded on the NASDAQ under the symbol "SMTL."

23 35. Semitool and AMI have an established history of corroborating on various
24 projects and joint ventures, including a copper joint development project and a "through-silicon
25 via" ("TSV") project, which is a vertical electrical connection passing completely through a
26 silicon wafer or die. TSV technology is particularly useful in creating 3D packages and 3D
27 integrated circuits. In a conference call held on January 31, 2008—shortly after Semitool's
28 affiliation with AMI began—Defendant R. Thompson engaged in the following question and

1 answer session with analyst John Robon of Gagnon Securities regarding the parties' joint
2 venture:

3 <Q>: Hi, guys, I kind of want to follow up on the AMAT relationship. It really
4 sounds like it could be something significant for both parties at hand. **However,**
5 **there have been historical points in times where people have done partnerships**
6 **with applied materials, where they found out that at the end of the day they gave**
7 **up more than what they got from the larger vendor.** So, how can you ensure that
8 your IP and more importantly, secret sauce, for lack of a better word, is protected
9 from that partnership?

10 <A - Raymon Thompson>: Well, I think first of all, we have quite a bit of IP files
11 to date. And that's one thing. I think the other thing is you've got to watch the
12 behavior of the partner and they're been behaving extremely positive and very,
13 very supportive in this process and obviously that's something you've always got
14 to keep an eye on, no matter who your partner is. So we feel good about what we
15 have in place from a contractual agreement, etc. And just the behavior of them
16 and their management team. They're very amenable, very great guys to work
17 with and we expect that going forward. But we do have contracts in place as well.

18 <Q>: And what sort of – will there be a joint sales effort and how will that go
19 relative to economics for Semitool?

20 <A - Raymon Thompson>: It won't be a joint sales effort. They'll sell their
21 products, we'll sell ours. They'll service their products, we'll service ours. Most
22 of the work will really be on the development of the next-generation devices, or
23 low-cost options for the customers out there. That's going to be the focus of the
24 relationship. Obviously, we'll be presenting similar data sets or the same data sets
25 off the integrated tool sets, and so there will be some indirect selling that will go
26 on from our standpoint about their PVD and PNP and about our ECD from their
27 standpoint, There will be some cross-talk there obviously. [Emphasis added.]

28 36. In addition, Semitool held a conference call on November 11, 2008 in which
Larry Murphy, President and COO of the Company, provided the following commentary
regarding Semitool's affiliation with AMI:

Our copper joint development project with Applied Materials is delivering real
benefits to both companies. I am particularly pleased with the level of
cooperation and commitment by both of our management teams. This
relationship has been well received by the industry, and is providing opportunity
for important gains in market share while at the same time the industry continues
to increase its use of copper for new technologies.

Our affiliation with Applied Materials is an important component in our strategy
for driving our leading technology and cost of ownership positions resulting in
greater market share, and as Ray stated, this partnership is going very well.
Along with our collective efforts on copper interconnect, we've also initiated
work with Applied Materials on TSV.

1 37. Accordingly, by virtue of its intimate relationship with and knowledge of
2 Semitool's business and technology, AMI is aware of the inherent value of the Company's assets
3 and is in a perfect position to capitalize on such knowledge by acquiring the outstanding
4 common stock of Semitool during a time when the Company's stock is depressed and at a price
5 that undervalues the true worth of the Company.

6 38. Indeed, in the months leading up to the announcement of the Proposed
7 Transaction, Semitool reported strong financial results and improved guidance for future
8 reporting periods, indicating the improving condition of the Company's business and
9 emphasizing its positive prospects for future growth and success.

10 39. For instance, on October 6, 2009, Semitool issued a press release entitled,
11 "Semitool Records \$71.7 Million in Fourth Quarter Bookings, Orders Up 120% From 2009
12 Third Quarter." The press release emphasized increased guidance for the fourth quarter of 2009,
13 as well as the Company's excellent positioning for increased future financial results:

14 KALISPELL, MT, Oct 06, 2009 (MARKETWIRE via COMTEX) -- Semitool,
15 Inc. (NASDAQ: SMTL) today announced fourth quarter bookings of \$71.7
16 million. ***Bookings volume was more than double the company's fiscal third
17 quarter orders of \$32.6 million and nearly three times its second quarter
18 bookings of \$24.6 million. It also represented the largest sequential bookings
19 increase since Semitool went public in 1995.***

20 "The investments we have made in our Asian organizations have led to a
21 substantial expansion of our market share in the region," said Larry Murphy,
22 president and chief operating officer. "Approximately 63% of our fourth quarter
23 bookings came from Asia-based customers. ***The success of our Asian market
24 strategy has significantly elevated our potential sales ceiling as we approach the
25 next capital spending cycle.***"

26 ***Management now expects fiscal fourth quarter revenue of between \$46 million
27 and \$47 million, up from a previous revenue forecast of between \$40 million
28 and \$42 million.***

29 Semitool intends to report consolidated fourth quarter financial results after the
30 market closes on November 5, 2009. Details related to the company's fourth
31 quarter conference call and webcast will be presented in a subsequent news
32 release. [Emphasis added.]

33 40. Similarly, November 5, 2009, Semitool issued a press release which reported
34 financial results for the fourth fiscal quarter ended September 30, 2009. The press release

1 emphasized the Company's strong financial performance and its exceptional outlook for
2 continued success:

3 KALISPELL, MT, Nov 05, 2009 (MARKETWIRE via COMTEX) -- Semitool,
4 Inc. (NASDAQ: SMTL), a leading manufacturer of wafer processing equipment
5 for the semiconductor industry, today reported financial results for its fourth fiscal
6 quarter ended September 30, 2009.

7 Fourth quarter revenue was \$47.1 million versus \$31.8 million in this year's third
8 quarter and \$60.1 million in the fourth quarter last year. Gross margin was 42
9 percent versus 45 percent in the third quarter and 52 percent in the comparable
10 year-ago quarter. **Net income increased to \$2.2 million, or \$0.07 per share,**
11 **compared with a net loss of \$1.6 million, or \$0.05 per share, in the third quarter**
12 **and net income of \$1.2 million, or \$0.04 per share, in last year's fourth quarter.**
13 The net income increase versus the comparable year-ago quarter was primarily
14 the result of the company's expense reduction efforts, which drove down
15 operating costs by 42 percent from fourth quarter fiscal 2008 levels.

16 **Fourth quarter bookings were \$71.7 million, up 120 percent from this year's**
17 **third quarter, and an increase of 102 percent versus the fourth quarter a year**
18 **ago.** Deferred revenue at the end of the quarter was \$4.8 million and shipping
19 backlog was \$69.8 million, combining for a total revenue backlog of \$74.6
20 million. Product shipments during the quarter were \$47.5 million.

21 **"The fourth quarter represented our strongest equipment bookings period in**
22 **more than three years, and was the third best quarter in Semitool history,"** said
23 Larry Murphy, president and chief operating officer. "Approximately 90 percent
24 of fourth quarter tool bookings were follow-on orders, which illustrates the
25 progress we made during the recent downturn at capturing new process-of-record
26 opportunities and expanding our market share in Asia. Fourth quarter demand for
27 copper ECD and advanced packaging tools was particularly strong, and we
28 experienced a marked increase in orders for our legacy batch tools."

"We also received our first high-volume production tool order from the solar cell
industry," Murphy added. **"The growing strength of our core business combined**
with our early successes in emerging end markets has given us added
confidence about our future prospects."

21 Full Year Results

22 For the full fiscal year, revenue was \$139.0 million versus revenue of \$238.6
23 million in fiscal 2008. Net loss was \$11.4 million, or \$0.35 per share, versus net
24 income of \$6.0 million, or \$0.19 per share, last year.

25 At September 30, 2009, Semitool had cash and cash equivalents of \$44.6 million,
26 working capital of \$125.4 million and total shareholders' equity of \$169.4
27 million.

26 Guidance

27 Management expects to report revenue for the first quarter of fiscal 2010 in the
28 range of \$47 million to \$50 million. First quarter net income per share is expected
to range from \$0.07 to \$0.09. Shipments for the quarter are expected to range

1 from \$47 million to \$50 million. For fiscal 2010, management expects to report
2 revenue in a range of between \$190 million to \$210 million. [Emphasis added.]

3 41. As Semitool's recent financial results indicate, the Company is currently poised to
4 achieve significant success in the near future. Rather than permitting Semitool's shares to trade
5 freely and allowing its public shareholders to reap the benefits of the Company's prospects, the
6 Individual Defendants acted for their own benefit and the benefit of AMI, and to the detriment of
7 the Company's public shareholders, by entering into the Proposed Transaction. In so doing, the
8 Individual Defendants effectively placed a cap on Semitool's corporate value at a time when the
9 Company's stock price was trading far below its inherent value and when it was poised to
10 capitalize on its positive and encouraging financial outlook.

11 **The Proposed Transaction**

12 42. On November 17, 2009, AMI announced that it would commence a tender offer
13 for a transaction valued at \$364 million that would result in the privatization of Semitool.
14 Pursuant to the terms of the Proposed Transaction, AMI proposes to acquire all of the
15 outstanding shares of Semitool's common stock at a price of \$11.00 per share, which represents a
16 31% premium over the Company's closing price on November 16, 2009 of \$8.40 per share. If
17 upon expiration of the tender offer AMI owns 66.67% of Semitool's outstanding common stock,
18 the Company would become a wholly-owned subsidiary of AMI.

19 43. Semitool also announced that, "as an inducement" to AMI to enter into the
20 Proposed Transaction, on November 16, 2009, AMI entered into separate Tender and Support
21 Agreements (the "Tender Agreements") with each of the directors and executive officers of
22 Semitool. Pursuant to the Tender Agreements, these individuals agreed to tender their shares of
23 Semitool common stock pursuant to the Proposed Transaction. The Tender Agreements
24 represent 32% of Semitool's outstanding common stock. Accordingly, AMI needs only 34.67%
25 of the Company's outstanding common stock to tender in order to consummate the Proposed
26 Transaction.

27 44. In connection with the announcement of the Proposed Transaction, Defendant R.
28 Thompson stated the following:

1 As part of Applied Materials, we can accelerate the global adoption of the
2 technologies Semitool has developed. With this agreement, we are providing our
employees with a strong future and our stockholders with exceptional value.

3 45. Mike Splinter, Chairman and CEO of AMI, stated the following regarding the

4 Proposed Transaction:

5 The semiconductor industry recovery is being fueled by global demand for mobile
6 devices such as smart phones, notebook PCs and portable media players for
7 music, gaming and hooks. With this acquisition, Applied will help the world's
leading chip makers create ever-smaller and more powerful devices.

8 46. Randhir Thakur, Senior Vice President and General Manager of AMI's Silicon
9 Systems Group, stated the following regarding the Proposed Transaction:

10 Applied Materials and Semitool have a strong track record of collaborating to
11 develop equipment solutions for leading chip makers. Together with Semitool's
people and products, we can help the industry move to smaller form factors and
12 faster, lower power chips.

13 **The Inadequate Premium Offered in the Proposed Transaction**

14 47. AMI implied in its press release announcing the Proposed Transaction that the
15 \$11.00 price per share tender offer represented a generous premium for Semitool's outstanding
16 shares.

17 48. However, recent price points for Semitool's stock price, as well as analyst price
18 targets for the Company's stock, show that AMI's offer is far from an adequate premium for
19 Semitool's outstanding common shares, and that the intrinsic value of the Company's stock is
20 significantly greater than AMI's \$11.00 tender offer.

21 49. For instance, within the last couple years, Semitool's stock price traded
22 significantly higher than AMI's tender offer price of \$11.00, reaching as high as \$14.40 on
23 March 23, 2007. In addition, in a November 6, 2009 report on Semitool, Needham & Co.
24 reiterated a "Buy" rating on the Company's stock. The Needham report stated in pertinent part
25 as follows:

26 *We believe the company is well positioned in advanced packaging where we*
27 *expect capital investment to outgrow wafer fab equipment.* Additionally, we
28 believe SMTL will continue to benefit from DRAM conversion to Copper.
Finally, we see several longer-term growth drivers, such as TSV, wet-clean and
solar. Therefore, *we recommend investors use the recent pull back as a buying*
opportunity. [Emphasis added.]

1 54. The Proposed Transaction is an attempt by AMI to aggrandize itself and capitalize
2 on its intimate knowledge of Semitool's inherent worth at the expense of the Company's public
3 shareholders. The Proposed Transaction will, for inadequate consideration, deny Plaintiff and
4 the other members of the Class the opportunity to share proportionately in the future success of
5 the Company and its valuable assets, while permitting AMI to benefit unfairly from the
6 transaction.

7 55. Simply put, the Proposed Transaction is unfair to Semitool shareholders because
8 it places AMI's interests above those of the Company's minority shareholders in that AMI is
9 purchasing the Company for the least amount of cash possible, even though Defendants have a
10 fiduciary obligation to act in the best interests of the Company's public shareholders.

11 56. By reason of their positions with Semitool, the Individual Defendants possess
12 material, non-public information concerning the financial condition and prospects of Semitool,
13 especially the true value and expected increased future value of the Company and its assets. This
14 information has not been disclosed to shareholders.

15 57. By virtue of the foregoing, Defendants have engaged in unfair self-dealing toward
16 Plaintiff and the other members of the Class and have engaged in and substantially assisted and
17 aided each other in breach of their fiduciary duties owed by them to Plaintiff and the Class.

18 58. The Proposed Transaction is wrongful, unfair and harmful to the Company's
19 minority public stockholders, and represents an effort by Defendants to aggrandize AMI's
20 financial position and interests and those of the interested directors, at the expense and to the
21 detriment of Class members. The Proposed Transaction is an attempt to deny Plaintiff and the
22 other members of the Class their right to share proportionately in the true value of the
23 Company's valuable assets, future growth in profits, earnings and dividends, while usurping the
24 same for the benefit of AMI on unfair and inadequate terms, and without full and candid
25 disclosure to Plaintiff and the Class of all material information regarding the Company's future
26 prospects.

27 59. Defendants, in failing to disclose the material non-public information in their
28 possession as to the value of the Company's assets, the full extent of the future earnings potential

1 of the Company and its expected increase in profitability, have breached and are breaching their
2 fiduciary duties to the members of the Class.

3 60. As a result of Defendants' unlawful actions, Plaintiff and the other members of
4 the Class will be damaged in that they will not receive their fair portion of the value of the
5 Company's assets and business and will be prevented from obtaining the real value of their
6 equity ownership of the Company.

7 61. Unless the Proposed Transaction is enjoined by the Court, Defendants will
8 continue to breach their fiduciary duties owed to Plaintiff and the members of the Class, will not
9 engage in arms-length negotiations on the Proposed Transaction terms, will consummate and
10 close the Proposed Transaction complained of, and will deny Class members their fair
11 proportionate share of Semitool's valuable assets and businesses, all to the irreparable harm of
12 the Class.

13 62. Plaintiff and the other members of the Class are immediately threatened by the
14 wrongs complained of herein, and lack an adequate remedy at law.

15 **FIRST CAUSE OF ACTION**

16 **Claim for Breach of Fiduciary Duties Against the Individual Defendants**

17 63. Plaintiff repeats and realleges each allegation set forth herein.

18 64. The Individual Defendants have violated fiduciary duties of care, loyalty, candor
19 and good faith owed to public shareholders of Semitool.

20 65. By the acts, transactions and courses of conduct alleged herein, defendants,
21 individually and acting as a part of a common plan, are attempting to unfairly deprive Plaintiff
22 and other members of the Class of the true value of their investment in Semitool.

23 66. As demonstrated by the allegations above, the Individual Defendants failed to
24 exercise the care required, and breached their duties of loyalty, good faith, candor and
25 independence owed to the shareholders of Semitool because, among other reasons, they failed to
26 take steps to maximize the value of Semitool to its public shareholders, by, among other things,
27 failing to adequately consider potential acquirers.

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74. Plaintiff has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and relief as follows:

- A. Declaring this action to be a class action and certifying Plaintiff as the representative of the Class;
- B. Declaring that Defendants and each of them have committed or participated in a breach of their fiduciary duties to Plaintiff and the other members of the Class;
- C. Preliminarily and permanently enjoining Defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Proposed Transaction;
- D. To the extent that the Proposed Transaction may be consummated prior to this Court's entry of a final judgment, rescinding the Proposed Transaction and setting the Proposed Transaction aside or granting rescissory damages;
- E. Directing the Individual Defendants to adopt and implement procedures and processes to obtain the highest available price for Semitool's shares that maximizes stockholder value and which is in the best interests of Semitool's shareholders;
- F. Directing Defendants to account to Plaintiff and the Class for all damages which they have sustained or will sustain by reason of Defendants' wrongdoing, including awarding compensatory and/or rescissory damages;
- G. Imposing a constructive trust, in favor of Plaintiff and the Class, upon any benefits improperly received by Defendants as a result of their wrongful conduct;
- H. Awarding Plaintiff the costs and disbursements of this action, including a reasonable allowance for Plaintiff's attorneys' and experts' fees; and
- I. Granting such other and further relief as this Court may deem to be just and proper.

1 Dated: November 18, 2009

By: /s/ Scott A. Miller

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