

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE

Hong v. Analog Devices, Inc. (Case No. 20CV369017)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Analog Devices, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Calvin Hong, a former employee of Defendant (“Plaintiff”). The Action seeks payment of: (1) unpaid wages for a class of Defendant’s current and former non-exempt employees in California beginning April 6, 2016 through December 31, 2022, excluding those former employees who signed separate individual severance and release agreements covering the claims alleged in this Action (“Class,” “Class Members,” “Class Period”); and (2) penalties under the Private Attorneys General Act of 2004 (“PAGA”) for Defendant’s current and former non-exempt employees in California beginning April 6, 2019 through December 31, 2022 (“Aggrieved Employees” and “PAGA Period”). Defendant denies that it has acted unlawfully towards you or other members of the Class, but the Parties have agreed to this Settlement in order to avoid the cost, disruption, and risk of ongoing litigation. The Court has not made any findings as to the allegations made by Plaintiff.

The settlement has two (2) main parts: (1) class portion of the Settlement requiring Defendant to fund Settlement Shares; and (2) PAGA portion of the Settlement requiring Defendant to fund PAGA Shares. Based on Defendant’s records, your Settlement Share is estimated to be about \$<<estAmountt>> (less withholding) and your PAGA Share is estimated to be about \$<<PAGA_estAmount>>. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your PAGA Share, then according to Defendant’s records, you are not eligible for an PAGA Share under the settlement because you didn’t work during the PAGA Period.) Please also note that if you signed a severance and/or release agreement with Defendant at the end of your employment, you are not a Class Member and will not receive a Settlement Share, but you will still receive your PAGA Share if you worked during the PAGA Period, as those claims were not included in the scope of your prior severance and/or release agreement with Defendant.

The above estimates are based on Defendant’s records showing you worked <<WorkWeeks>> workweeks during the Class Period and worked <<PAGA_WorkWeeks>> workweeks during the PAGA Period. If you believe you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to release certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the settlement and be eligible for a Settlement Share and/or PAGA Share. As a Class Member who does not submit a valid and timely Election Not to Participate in Settlement (“Participating Class Member”), though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
2. **Opt-Out of the Class Portion of the Settlement.** You can exclude yourself from the class portion of the Settlement (opt-out) by submitting a written Election Not to Participate in Settlement or otherwise

notifying the Settlement Administrator in writing. If you opt-out of the settlement, you will not receive a Settlement Share but will preserve your right to personally pursue Class Period wage claims against Defendant. Moreover, if you are an Aggrieved Employee, you remain eligible for a PAGA Share. You cannot opt-out of the PAGA portion of the settlement and will be bound by the release of PAGA penalty claims even if you opt out of the class claims.

Defendant won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for a Settlement Share and PAGA Share (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).
You Can Opt-out of the Class Portion of the Settlement but not the PAGA Settlement The Opt-out Deadline is May 26, 2023	If you don't want to fully participate in the settlement, you can opt-out of the class portion of the Settlement by sending the Settlement Administrator a written Election Not to Participate in Settlement. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for a Settlement Share. Non-Participating Class Members cannot object to any portion of the settlement. See Section 6 of this Class Notice. You cannot opt-out of the PAGA portion of the settlement. Defendant must pay PAGA Shares to all Aggrieved Employees and the Aggrieved Employees will be bound by the PAGA portion of the release (defined below).
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement Written Objections Must be Submitted by May 26, 2023	All Participating Class Members can object to any aspect of the class portion of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Class Notice.
You Can Participate in the July 27, 2023 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on July 27, 2023. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by May 26, 2023	The amount of your Settlement Share and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and PAGA Period respectively, determined by calculating the number of days between your hire and termination dates, dividing by 7, and rounding up to the nearest whole number, excluding any time spent not employed by Defendant, on leaves of absence, or not working as a Class Member or Aggrieved Employee. The number workweeks you worked during the Class Period and PAGA Period according to Defendant's records is stated on the first page of this Class Notice. See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to correctly: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties on behalf of the State of California under Labor Code section 2698, *et seq.* (PAGA). Plaintiff is represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Phillip Song of Justice Law Corporation.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court has not made any findings as to Plaintiff's allegations or whether any violations occurred.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination on the merits of Plaintiff's allegations. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation and a mediator's proposal. By signing the Class Action and PAGA Settlement Agreement and Release of Claims ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, the Parties have negotiated a settlement that is subject to the Court's Final Approval. Both sides agree the settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Agreement is a good deal for you because: (1) Defendant agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and risks and uncertainties of continued litigation; and (2) Agreement is in the best interests of the Class Members and Aggrieved Employees. The Court has preliminarily approved the Agreement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,500,000 as the Gross Settlement Amount. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Agreement. The Settlement Administrator will use the Gross Settlement Amount to pay all amounts that are due under this Settlement, including: the Settlement Shares, PAGA Shares, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Settlement Administration Expenses, employer-side payroll taxes due on the portion of the settlement allocated to wages, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
 - a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator within fourteen (14) calendar days of the Effective Date. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Settlement Administration Expenses, PAGA Payment, and payroll tax payment and remittance to relevant taxing authorities, in accordance with the Settlement Agreement.
 - b. "Effective Date" means the date by which all the following have occurred: (i) the Agreement and the contemplated settlement receive final approval from the Court; and (ii) the Judgment becomes Final.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments to be made from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$833,333.33 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$35,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class, and as consideration for his agreement to a broader personal general release of claims. The Class Representative Service Payment will be the only money Plaintiff will receive other than Plaintiff's Settlement Share and any PAGA Share.
 - c. Up to \$12,000 to the Settlement Administrator as the Settlement Administration Expenses for services administering the Agreement.
 - d. Up to \$75,000 which will be paid to the California Labor and Workforce Development Administration as the State of California's share of the PAGA settlement.
 - e. Up to \$25,000 to pay distributed solely to the Aggrieved Employees as their PAGA Shares based upon their respective workweeks worked during the PAGA Period.
3. Objection. Participating Class Members have the right to object to any of these payments. The Court will consider all objections. Class Members who opt out can only object to the PAGA payments.
4. Net Settlement Amount Distributed to Class Members. After making the above distributions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making out Settlement Shares to Participating Class Members based on their workweeks worked during the Class Period.
5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of 33.4% of each Settlement Share to the settlement of wage claims ("Wage Portion"), 33.3% of each Settlement Share to the settlement of claims for interest, and 33.3% of each Settlement Share to the settlement of claims for penalties allegedly due to employees ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will pay any employer-side payroll taxes due on the Wage Portion of the Settlement Shares from the Gross Settlement Amount. The PAGA Shares are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the PAGA Shares and the Non-Wage Portions of the Settlement Shares on IRS Form 1099.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Agreement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
6. Need to Promptly Cash Payment Checks. A Participating Class Member must cash his or her settlement check within one hundred eighty (180) calendar days after it is mailed to him or her. The Settlement Administrator will cancel all checks not cashed by this void date. For any Participating Class Member

whose settlement check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the *cy pres* recipient Legal Aid At Work.

7. Election Not to Participate in Settlement from the Class Portion of the Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class portion of the Settlement, unless you notify the Settlement Administrator in writing that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Election Not to Participate in Settlement by **May 26, 2023**. The Election Not to Participate in Settlement should be a letter from a Class Member or his/her representative setting forth a Class Member's full name and a simple statement of their election to be excluded from the settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Settlement Shares but will preserve their rights to personally pursue wage and hour claims against Defendant.
 - a. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the class portion of the Settlement (Non-Participating Class Members) remain eligible for PAGA Shares and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Agreement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Agreement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Settlement Administrator. The Court has appointed a neutral company **CPT Group, Inc.** ("Settlement Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Election Not to Participate in Settlement. The Settlement Administrator will also decide Class Member and Aggrieved Employee challenges over workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Agreement. The Settlement Administrator's contact information is contained in Section 9 of this Class Notice.
10. Participating Class Members' and Aggrieved Employees' Release. Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, Defendant and the Released Parties shall be entitled to a release from the Participating Class Members for any and all claims that were alleged in the Action or which could have been alleged based on the factual allegations asserted in the Action that occurred during the Class Period. Specifically, without limitation, Participating Class Members will release claims under Labor Code sections 201, 202, 203, 204, 218.5, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, IWC Wage Orders, and federal Fair Labor Standards Act, as well as claims for unlawful and/or unfair business practices under Business and Professions Code section 17200 et seq, to the extent such claims are predicated on a Released Claims; and any claim for attorneys' fees and costs related to the above-referenced released claims. Moreover, upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the Action and/or Plaintiff's letter to the LWDA, and those based upon the facts alleged in the Action and/or letter to the LWDA during the PAGA Period. However, to the extent the LWDA has released the PAGA claims in connection with this Agreement, no Aggrieved Employee may pursue these same PAGA claims released here in another action. The doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel

shall fully and broadly apply to Released Claims and the release in this Settlement to the greatest effect and extent permitted by law.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Settlement Shares.** The Settlement Administrator will calculate Settlement Shares by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Participating Class members during the Class Period
2. **PAGA Shares.** The Settlement Administrator will calculate PAGA Shares by multiplying the portion of the PAGA Payment allocated to Aggrieved Employees by a fraction, the numerator of which is the Aggrieved Employee's total workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all Aggrieved Employees during the PAGA Period.
3. **Workweek Challenges/Disputes.** The number of workweeks you worked during the Class Period and the number of workweeks you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Class Notice. You have until **May 26, 2023** to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail. Section 9 of this Class Notice has the Settlement Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Settlement Administrator will mail a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Settlement Share and the PAGA Share.
2. **Non-Participating Class Members.** The Settlement Administrator will mail a single PAGA Share check to every Aggrieved Employee who opts out of the class portion of the Settlement.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Class Notice has the Settlement Administrator's contact information.**

6. HOW DO I OPT-OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name and a simple statement that you do not want to participate in the Agreement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Hong v. Analog Devices, Inc.* (Case No. 20CV369017), and include your full name. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Settlement Administrator must be sent your request to be excluded

by **May 26, 2023**, or it will be invalid. Section 9 of the Class Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Agreement. Before deciding whether to object, you may wish to see what the Parties are asking the Court to approve. At least sixteen (16) court days before the **July 27, 2023** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the Agreement is fair; and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating: (a) the amount Class Counsel is requesting as the Class Counsel Fees Payment and Class Counsel Litigation Expenses; and (b) the amount Plaintiff is requesting as the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view these documents on the Settlement Administrator's website <https://www.cptgroupcaseinfo.com/AnalogDevices> or the Court's website <https://www.scscourt.org/> and www.scefiling.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Settlement Administrator is **May 26, 2023**. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Hong v. Analog Devices, Inc.* (Case No. 20CV369017), include your full name, and sign the objection. Section 9 of this Class Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Participating Class Members do not need to submit a written objection to the Settlement Administrator to be heard at the Final Approval Hearing. Finally, the Court will hear and consider objections to the PAGA portion of the Settlement. See Section 8 of this Class Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **July 27, 2023 at 1:30 PM** in Department 1 of the Santa Clara County Superior Court (Downtown Superior Courthouse) located at 191 North First Street, San Jose, California, 95113. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Agreement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website <https://www.cptgroupcaseinfo.com/AnalogDevices> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

Hearings before the judge overseeing this case will be conducted remotely. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class Members who wish to appear should contact Class Counsel at least three (3) days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll-free conference call number for Department 1.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Parties have promised to do. The easiest way to read the Agreement, Judgment, or any other settlement documents is to go to Settlement Administrator's website at <https://www.cptgroupcaseinfo.com/AnalogDevices>. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

The above is a summary of the basic terms of the Agreement. For the precise terms and conditions of the Agreement, you are referred to the detailed Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Agreement, may be examined (1) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://www.scsccourt.org/> and www.sceffiling.org, or (2) in person at Records, Superior Court of California, County of Santa Clara, 191 North 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.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it if you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.