

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action and PAGA Settlement Agreement and Release of Claims (“Agreement”) is made by and between plaintiff Calvin Hong (“Plaintiff”), on behalf of himself and on behalf of the State of California, all similarly-situated individuals, and all allegedly aggrieved employees, and defendant Analog Devices, Inc. (“Defendant”), subject to the approval of the Court, that the Settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions to be filed for approval by the Court. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the operative Second Amended Class Action and Private Attorneys’ General Act, California Labor Code § 2698 *et seq.* (“PAGA”) Complaint filed in California state court and any amendments thereto, which are captioned *Calvin Hong v. Analog Devices, Inc.*, Case No. 20CV369017, pending in Superior Court of the State of California, County of Santa Clara.
- B. “Aggrieved Employees” means all Defendant’s current and former non-exempt employees in California beginning April 6, 2019 through December 31, 2022, unless shortened at Defendant’s option pursuant to Section III.C.5, *infra.*
- C. “Class” means all Defendant’s current and former non-exempt employees in California beginning April 6, 2016 through December 31, 2022, unless shortened at Defendant’s option pursuant to Section III.C.5, *infra.*, excluding those former employees who signed separate individual severance and release agreements covering the claims alleged in this Action.
- D. “Class Counsel” means Douglas Han, Shunt Tatavos-Garajeh, and Phillip Song of Justice Law Corporation.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means each Class Member’s: (1) name; (2) last-known mailing address; (3) Social Security Number; (4) personal email address (if known); and (5) dates of employment and/or number of workweeks worked during the Class Period as a Class Member and as an Aggrieved Employee.
- G. “Class Member” is a member of the Class.

- H. “Class Notice” or “Class Notice Packet” means the Notice of Proposed Settlement of Class Action and Hearing Date to be provided to the Class Members by the Settlement Administrator in the form set forth herein as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- I. “Class Period” means the period of time from April 6, 2016 through December 31, 2022, unless shortened at Defendant’s option pursuant to Section III.C.5, *infra*.
- J. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s costs and expenses if Plaintiff was unsuccessful in the prosecution of the Action, and as consideration for the general release of all claims by the Plaintiff.
- K. “Court” means the Superior Court of California, County of Santa Clara.
- L. “Defendant” means Analog Devices, Inc.
- M. “Defendant’s Counsel” means Angela J. Rafoth and Emily A. Mertes of Littler Mendelson, P.C.
- N. “Effective Date” means the date by which all the following have occurred:
1. This Agreement and the contemplated settlement receive final approval from the Court; and
 2. The Judgment becomes Final as defined in Section I.P of this Agreement.
- O. “Election Not to Participate in Settlement” means a letter submitted by a Class Member to exclude himself or herself from the Class Settlement submitted in accordance with the instructions in the Class Notice. Such a written request will have no effect on one’s inclusion in the PAGA Settlement.
- P. “Final” means the last of the following dates, as applicable:
1. The first business day following the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

- R. “Gross Settlement Amount” means Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant or any of the Released Parties and shall be inclusive of all amounts due from Defendant under the terms of this settlement, including payments of Settlement Shares to the Participating Class Members, any employer-side payroll taxes due on the portion of the Settlement Shares allocated to wages, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Settlement Administration Expenses, and PAGA Payment contemplated in this resolution in this Agreement.
- S. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially.
- T. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Payment payable to the California Labor and Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amount for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Settlement Administration Expenses LWDA Payment.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Payment” means the portion of the Gross Settlement Amount, as described below in Section III.B.3., which shall be allocated seventy-five percent (75%) to the LWDA as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA (“LWDA Payment”) and twenty-five percent (25%) to remain in the Net Settlement Amount for distribution solely to the Aggrieved Employees as their PAGA Shares based upon their respective workweeks worked during the PAGA Period.
- X. “PAGA Period” means the period of time from April 6, 2019 through December 31, 2022, unless shortened at Defendant’s option pursuant to Section III.C.5, *infra*.
- Y. “PAGA Share” means each Aggrieved Employee’s individual share of the twenty-five percent (25%) share of the PAGA Payment that is to remain in the Net Settlement Amount for distribution solely to Aggrieved Employees based on their respective workweeks worked during the PAGA Period, as provided by this Agreement, and described in Section III.B.3.
- Z. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.

- AA. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
- BB. “Released Parties” means (1) Analog Devices, Inc. and Linear Technology Corporation (collectively referred to in this Section “Defendants”); (2) any predecessors and successors in interest, companies acquiring any or all of Defendants’ assets or capital stock, current or former officers, directors, shareholders, agents, representatives, and employees of Defendants, any client companies of Defendants which the Participating Class Members serviced while employed by Defendants, any current or former parent corporations, subsidiary corporations, affiliates, and assigns; (3) current or former officers, directors, shareholders, agents, representatives, and employees of Defendants; and (4) insurers of any of the foregoing persons or entities.
- CC. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- DD. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not-to-exceed bid and shall be agreed to by all counsel.
- EE. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On August 7, 2020, Plaintiff filed a putative class action Complaint in Santa Clara Superior Court (Case No. 20CV369017) on behalf of himself and all allegedly similarly situated individuals, asserting causes of action for (1) Failure to pay overtime wages; (2) Failure to provide required meal periods; (3) Failure to provide required rest periods; (4) Failure to pay minimum wage; (5) Failure to timely pay final wages; (6) Failure to provide accurate itemized wage statements; (7) Unreimbursed business expenses; and (8) Unfair competition (“Action”). On February 12, 2021, Plaintiff filed a First Amended Complaint, clarifying and expanding on his claims, but not alleging any additional claims;
- B. On or about September 6, 2022, Plaintiff submitted a letter to the LWDA initiating administrative exhaustion of his claim for civil penalties under PAGA based on any and all of the Labor Code violations alleged in the Action;
- C. On or about December 14, 2022, Plaintiff filed a Second Amended Complaint adding a Ninth Cause of Action for alleged violation of the PAGA;
- D. During the course of the litigation of the Action, the Parties engaged in informal discovery, including Defendant producing policies and other relevant documents, and payroll and time data for Plaintiff and the putative Class Members;

- E. On August 13, 2022, the Parties participated in an all-day mediation with neutral Mark Feder, a respected mediator of wage and hour class actions, but failed to reach a resolution. The Parties ultimately agreed to settle this matter on August 17, 2022, following the mutual acceptance of a mediator's proposal of settlement, which was memorialized in a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties;
- F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant or any Related Entity bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- G. Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Two Million Five Hundred Thousand Dollars (\$2,500,000). This amount is all-inclusive of all payments contemplated in this resolution, including any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages. All the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form, and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses, Settlement Administration Expenses, the LWDA Payment, and employer-side payroll taxes. The remaining amount shall be known as the "Net Settlement Amount." The Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **Payroll Taxes:** Any employer-side payroll taxes due on the portion of the Settlement Shares allocated to wages.
 - 2. **To Plaintiff:** In addition to the Settlement Share to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$7,500 for the Class Representative Service Payment. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court

out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$7,500 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. To receive the payment, Plaintiff will agree to a 1542 waiver and a general release of all claims as set forth below. The Class Representative Service Payment is in settlement of claims for interest and for penalties allegedly due and shall not be subject to wage withholdings and shall be reported on IRS Form 1099-MISC form. Plaintiff will be solely responsible for any tax payments associated with the Class Representative Service Payment.

3. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than one-third (1/3) of the Gross Settlement Amount, which is presently \$833,333.33, as their Class Counsel Fees Payment and an amount not more than \$35,000 for all expenses incurred as documented in Class Counsel's Case Cost Detail as their Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Justice Law Corporation with respect to those payments.
4. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$100,000, seventy-five percent (75%) of which (\$75,000) shall be paid to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and taken out of the Gross Settlement Amount, and twenty-five percent (25%) of which (\$25,000) will remain in the Net Settlement Amount for distribution solely to the Aggrieved Employees as their PAGA Shares based upon their respective workweeks worked during the PAGA Period. The portion of the PAGA Payment distributed to Aggrieved Employees shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Each Aggrieved Employee will be bound by the PAGA portion of the release contemplated in this agreement and will receive their respective PAGA Share regardless of whether they exclude themselves from the class action settlement. If the Court approves a PAGA Payment of less than \$100,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Class Counsel shall notify the LWDA of this Settlement as required by statute.

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5. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$12,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$12,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in Section III.B. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Settlement Shares will be determined and paid as follows:
 - a. From the Net Settlement Amount, the Settlement Administrator will calculate Aggrieved Employees’ PAGA Shares and Participating Class Members’ Settlement Shares based on the following:
 - i. The portion of the PAGA Payment allocated to Aggrieved Employees will be distributed to the Aggrieved Employees based upon their respective workweeks worked during the PAGA Period, regardless of whether they exclude themselves from the class action settlement. The PAGA Shares will be calculated based on the Aggrieved Employee’s proportionate number of workweeks worked during the PAGA Period, 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.
 - ii. The remaining Net Settlement Amount will be distributed to each Participating Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining 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.

iii. Defendant's payroll records shall control, but Participating Class Members will have the right to challenge the number of workweeks identified for them. The Parties agree that for administrative purposes, and for purposes of allocation of the Net Settlement Amount under this Section only, workweeks may, but need not, be determined by determining the number of days between an employee's hire and termination dates, dividing by 7, and rounding up to the nearest whole number. The Parties further agree where necessary based on the records reasonably necessary, reasonable extrapolation is permitted to calculate a Participating Class Member's allocated workweeks. This calculation will be used solely for allocation of the settlement pursuant to this Section, and not for purposes of determining any potential Workweek modification pursuant to Section III.C.5.

3. **Withholding.**

- a. Subject to approval by the Court, 33.4% of each Participating Class Member's Settlement Share is in settlement of wage claims ("Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2.
- b. Subject to approval by the Court, 33.3% of each Participating Class Member's Settlement Share is in settlement of claims for interest and 33.3% of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively, the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, except that if a Non-Participating Class Member is an Aggrieved Employee, they shall still receive their PAGA Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Non-Participating Class Members' respective Settlement Shares (net of any applicable PAGA Share) will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

5. **Workweek Modification.** Defendant has represented that Class Members collectively worked approximately 81,015 workweeks from April 6, 2016 through May 7, 2022, based on the available records as well as reasonable extrapolation within the relevant time period based on start and ends dates of those individuals for whom complete data was not reasonably available. If the final number of workweeks worked by Class Members prior to December 31, 2022 exceeds 89,117 (110% of the estimated number) at the

time of preliminary approval, then the Gross Settlement Amount will increase proportionally for workweeks over 89,117. However, if the final number of workweeks exceeds 89,117 (110% of the estimated number), Defendant, at its option, shall have the option to shorten the Class Period to reduce the number of workweeks below 89,117 and avoid application of the escalator clause. This shall be determined by Defendant prior to hearing on the motion for preliminary approval.

For example, and to illustrate the intended operation of this Section, if Defendant's verified workweek total covering the Class Period through December 31, 2022 is 93,167, Defendant would have the option to either (1) add an additional \$125,000 (5%) to the Gross Settlement Amount; or (2) limit the end date of the Class Period to a date on which the total number of shifts would not exceed 89,117.

- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint CPT Group, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include: (1) preparing, printing, and mailing the Class Notice Packet to all Class Members; (2) maintaining a static website to keep Class Members updated on this Action; (3) conducting a National Change of Address Database ("NCOA") search to update Class Member addresses before mailing the Class Notice Packets; (4) re-mailing Class Notice Packets that are returned to the Class Member's new address; (5) setting up a toll-free telephone number to receive calls from Class Members; (6) receiving and reviewing for validity completed Elections Not to Participate in Settlement; (7) providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; (8) calculating Settlement Shares; (9) issuing the checks to effectuate the payments due under the Settlement; (10) issuing the tax reports required under this Settlement; and (11) otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (“Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (*i.e.*, the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.

2. Notice to Class Members. After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member’s Settlement Share) as follows:

- a. No later than thirty (30) business days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing known as the Class Data. The Settlement Administrator shall not provide the Class Data to Class Counsel absent express authorization from Defendant. If any or all the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant’s express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

- b. The Settlement Administrator shall update the Class Data using the NCOA prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains during administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (i) the tracking of all undelivered mail; (ii) performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, Social Security Numbers, credit reports, LinkedIn, and Facebook; and (iii) promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify the Parties' counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Those Class Members who receive a re-mailed Class Notice Packets, whether by skip trace or forwarded mail, will have their deadline to postmark an exclusion request, objection, and dispute extended by ten (10) calendar days from the original sixty (60) calendar day deadline.
- d. As part of its weekly status report, the Settlement Administrator will inform the Parties' counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. No later than ten (10) calendar days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the

Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks Allocated to Class Members; and Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. The Settlement Administrator shall promptly provide the Parties' counsel with a copy of any written objections received.

Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment even if they have not submitted written objections to the Settlement Administrator.

A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except as provided in Section III.E.3.c *infra* with regard to objections made to the PAGA portion of the Settlement.

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- b. **Disputes as to Workweeks.** Each Class Member shall also have sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked, no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed letter setting forth their name and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity.

The Parties acknowledge and agree that for purposes of the PAGA and Judgment, all Aggrieved Employees were allegedly aggrieved in the same manner pursuant to Labor Code section 2698, *et. seq.*, in that each Aggrieved Employee allegedly suffered at least one of the alleged Labor Code violations asserted in the Second Amended Complaint for which the PAGA provides an available remedy. Considering the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), individuals otherwise meeting the definition of Aggrieved Employees who exclude themselves from the class portion of the Settlement shall still be bound by the Judgment of the PAGA claim and will receive their PAGA Share.

A Non-Participating Class Member will otherwise not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and

conditions of the Settlement, including the Released Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement except as to the right of any Aggrieved Employee, to the extent required by law, to object to the terms of the PAGA portion of this Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all the terms of the Settlement, including without limitation, the release of the Released Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** No later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide the Parties counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

4. **Right of Defendant to Reject Settlement.** If Plaintiff or more than ten percent (10%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the sole right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. However, Defendant will be solely responsible for all Settlement Administration Expenses incurred as of the date Defendant exercises the right to void the Settlement pursuant to this section. Defendant must notify Class Counsel and the Court whether it is exercising its right pursuant to this section no later than fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant. The Parties agree this clause does not, however, preclude Defendant from requiring an individual to exclude themselves from the

Settlement as part of a separately negotiated individual settlement and release agreement that includes the claims covered by this Settlement.

6. Motion for Final Approval.

- a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment no later than the date Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. No later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, PAGA Payment, and payment of the Settlement Administration Expenses.
- c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and PAGA Payment, then no later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (*i.e.*, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment will not constitute a material modification to the Settlement within the meaning of this Section.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and its counsel waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court no later than fourteen (14) calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this Section, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount 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 this Agreement.

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10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within one hundred eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to remail it to the affected Participating Class Member at his or her correct address by use of available email addresses, phone numbers, Social Security Numbers, credit reports, LinkedIn, and Facebook. If a Participating Class Member's Settlement Share check is not cashed within one hundred twenty (120) calendar days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that unless the check is cashed in the next sixty (60) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be paid to *cy pres* recipient, Legal Aid At Work. The Parties agree this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Share checks.
11. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims.**

1. **Participating Class Members and Aggrieved Employees.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount in accordance with Section III.E.9 of this Agreement, 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 in accordance with Section III.E.9 of this Agreement, 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.

2. **Plaintiff.** Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount in accordance with Section III.E.9 of this Agreement, Plaintiff generally, unconditionally, irrevocably, and absolutely releases and discharges the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period, to the fullest extent permitted by law ("Plaintiff's Released Claims"). This release of Plaintiff's Released Claims unconditionally, irrevocably, and absolutely releases and discharges the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, nothing in this Settlement Agreement waives or releases any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits and claims outside the Class Period.

Plaintiff acknowledges he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent they intend this Agreement to be complete and not subject to any claim of mistake, the releases herein express full and complete releases, and the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiff's Released Claims cover all possible claims by Plaintiff against the Released Parties, to the fullest extent permitted by law. To the extent permitted by law, Plaintiff expressly waives his right to recovery of any type, including damages, penalties, or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of Plaintiff's Released Claims, Plaintiff expressly acknowledges this settlement is intended to include in its effect, without limitation, all Plaintiff's Released Claims, which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Released Claims.

Plaintiff and Defendant acknowledge it is their mutual intent not only to resolve all matters presently in dispute between them but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment or future consideration for employment of Plaintiff by Defendant or Released Parties.

3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discover facts and/or claims in addition to or different from those that he now knows or believe to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the Civil Code, which reads:

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

4. **Class Counsel.** As of the date the Judgment becomes Final and payment by Defendant of the Gross Settlement Amount in accordance with Section III.E.9 of this Agreement, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against the Released Parties arising from or related to the Action.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

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H. **Limitation on Public Statements About Settlement.** The Parties agree Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement to members of the press, including to Verdicts and Settlements. Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement. The Parties and their counsel shall refrain from publicly disparaging any of the other parties or counsel, including the Released Parties, or taking any public action designed or reasonably foreseeable to cause harm to the public perception of any of the Released Parties regarding any issue related in any way to the Action or the Settlement, but nothing herein is intended to prevent any party or their counsel, should it be required in connection with official court proceedings in other actions, from discussing the Settlement.

I. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant and the Released Parties deny they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that the Parties were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate, and that settlement of this Action by

way of a class action in no way waives Released Parties' defenses in another action with respect to an individual's waiver of rights to file a class and/or collective action. The Parties have entered this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses, and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Confidentiality.** Except as explicitly provided for herein (see Section called "Continuing Jurisdiction") the terms of this settlement will be kept confidential until they are finally memorialized in a complete settlement agreement and filed with the court for preliminary approval. Class Counsel shall do nothing to publicize this settlement or use it for marketing purposes, including on websites and on the Internet and in any form of electronic or no-electronic press whatsoever. Although, this confidentiality obligation shall not be construed to interfere with Class Counsel's communications with Class Members and will not preclude Class Counsel from referring to the settlement in any future Court filings in support of class certification and/or prevailing party attorneys' fees and/or settlement approval.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibit will constitute the entire agreement between the Parties relating to the Settlement. It will then be deemed no oral representations, warranties, covenants, or

inducements have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibit.

4. **Attorney Authorization.** The Parties counsel warrant and represent they are authorized by the Parties to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement, including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator.
5. **No Prior Assignments:** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
6. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
7. **Modification of Agreement.** Except as set forth in Section III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
9. **Applicable Law.** All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the laws of the State of California.
10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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11. **Fair Settlement.** The Parties and their counsel believe and warrant this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.
12. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) calendar days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
13. **Headings.** The descriptive heading of any section or Section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
14. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, addressed as follows:

To Plaintiff and the Class:

JUSTICE LAW CORPORATION
DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
PHILLIP SONG
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
Email: dhan@justicelawcorp.com
statavos@justicelawcorp.com
psong@justicelawcorp.com

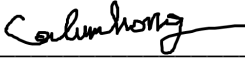



To Defendant:

LITTLER MENDELSON, P.C.
ANGELA J. RAFOTH
EMILY A. MERTES
333 Bush Street, 34th Floor
San Francisco, CA 94104
Tel.: (415) 433-1940
Fax: (415) 399-8490
Email: arafoth@littler.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
16. **Stay of Litigation.** The Parties agree upon execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with Marc Feder on August 13, 2022 until the earlier of the Effective Date or the reopening of renewed discovery.
17. **Continuing Jurisdiction.** The Parties hereby stipulate that the Court may, upon proper motion and good cause showing, enter judgment on the terms set forth herein. The Settlement shall be admissible to the Court, and not subject to the Confidentiality provision contained herein, in the event of an enforcement action. The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

<u>12/27/2022</u> Date	 Plaintiff Calvin Hong
<u>1/3/2023</u> Date	 Defendant Analog Devices, Inc.
<u>December 27, 2022</u> Date	 Justice Law Corporation Counsel for Plaintiff
<u>December 27, 2022</u> Date	 Littler Mendelson, P.C. Counsel for Defendant