

**Electronically Filed
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Case #20CV369017
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

CALVIN HONG, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

ANALOG DEVICES, INC., a
Massachusetts corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 20CV369017

Assigned for All Purposes to:
Honorable Sunil R. Kulkarni
Department 1

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698; *et seq.* (Private Attorneys General Act of 2004); and

(9) Violation of California Business &
Professions Code § 17200, *et seq.*

FAC Filed: February 12, 2021

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CALVIN HONG (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Santa Clara. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendant employed Plaintiff within the State of California.

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PARTIES

5. Plaintiff CALVIN HONG is an individual residing in the State of California, County of San Jose.

6. Defendant ANALOG DEVICES, INC., at all times herein mentioned, was and is, upon information and belief, a Massachusetts corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California.

7. At all relevant times, Defendant ANALOG DEVICES, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendant ANALOG DEVICES, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant ANALOG DEVICES, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former California-based (*i.e.*, currently “residing” in California with the intent to remain in California indefinitely) hourly-paid or non-exempt employees of Defendants within the State of California at any time from April 6, 2016¹) through December 31, 2022, or an earlier date per Defendants election pursuant to Plaintiff and Defendants agreement to an Escalator Clause.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

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¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council’s Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Accordingly, Plaintiff’s claims are tolled until October 1, 2020.

- 1 b. Typicality: Plaintiff's claims are typical of all other class members'
- 2 claims as demonstrated herein. Plaintiff will fairly and adequately protect
- 3 the interests of the other class members with whom he has a well-defined
- 4 community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
- 6 each class member, with whom he has a well-defined community of
- 7 interest and typicality of claims, as demonstrated herein. Plaintiff has no
- 8 interest that is antagonistic to the other class members. Plaintiff's
- 9 attorneys, the proposed class counsel, are versed in the rules governing
- 10 class action discovery, certification, and settlement. Plaintiff has
- 11 incurred, and during the pendency of this action will continue to incur,
- 12 costs and attorneys' fees, that have been, are, and will be necessarily
- 13 expended for the prosecution of this action for the substantial benefit of
- 14 each class member.
- 15 d. Superiority: A class action is superior to other available methods for the
- 16 fair and efficient adjudication of this litigation because individual joinder
- 17 of all class members is impractical.
- 18 e. Public Policy Considerations: Certification of this lawsuit as a class
- 19 action will advance public policy objectives. Employers of this great
- 20 state violate employment and labor laws every day. Current employees
- 21 are often afraid to assert their rights out of fear of direct or indirect
- 22 retaliation. However, class actions provide the class members who are
- 23 not named in the complaint anonymity that allows for the vindication of
- 24 their rights.

25 16. There are common questions of law and fact as to the class members that

26 predominate over questions affecting only individual members. The following common

27 questions of law or fact, among others, exist as to the members of the class:

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- 1 a. Whether Defendants' failure to pay wages, without abatement or
2 reduction, in accordance with the California Labor Code, was willful;
- 3 b. Whether Defendants failed to pay their hourly-paid or non-exempt
4 employees within the State of California for all hours worked, missed
5 meal periods and rest breaks in violation of California law;
- 6 c. Whether Defendants required Plaintiff and the other class members to
7 work over eight (8) hours per day and/or over forty (40) hours per week
8 and failed to pay the legally required overtime compensation to Plaintiff
9 and the other class members;
- 10 d. Whether Defendants properly calculated the regular rate for Plaintiff and
11 the other class members who worked overtime and earned bonuses and
12 incentive pay;
- 13 e. Whether Defendants properly calculated sick leave pay for Plaintiff and
14 the other class members using the methods outlined in the Labor Code;
- 15 f. Whether Defendants deprived Plaintiff and the other class members of
16 meal and/or rest periods or required Plaintiff and the other class members
17 to work during meal and/or rest periods without compensation;
- 18 g. Whether Defendants failed to pay minimum wages to Plaintiff and the
19 other class members for all hours worked;
- 20 h. Whether Defendants failed to pay all wages due to Plaintiff and the other
21 class members within the required time upon their discharge or
22 resignation;
- 23 i. Whether Defendants failed to timely pay all wages due to Plaintiff and
24 the other class members during their employment;
- 25 j. Whether Defendants complied with wage reporting as required by the
26 California Labor Code, including, inter alia, section 226;

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- 1 k. Whether Defendants failed to reimburse Plaintiff and the other class
2 members for necessary business-related expenses and costs;
- 3 l. Whether Defendants' conduct was willful or reckless;
- 4 m. Whether Defendants engaged in unfair business practices in violation of
5 California Business & Professions Code section 17200, *et seq.*;
- 6 n. The appropriate amount of damages, restitution, and/or monetary
7 penalties resulting from Defendants' violation of California law; and
- 8 o. Whether Plaintiff and the other class members are entitled to
9 compensatory damages pursuant to the California Labor Code.

10 **GENERAL ALLEGATIONS**

11 17. During the relevant time period set forth herein, Defendants employed Plaintiff
12 and other persons as hourly-paid or non-exempt employees within the State of California.

13 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid
14 employee from approximately March 7, 2016 to May 19, 2017 in the State of California,
15 County of Santa Clara.

16 19. Defendants had the authority to hire and terminate Plaintiff and other class
17 members; to set work rules and conditions governing Plaintiff's and other class members'
18 employment; and to supervise their daily employment activities.

19 20. Defendants exercised sufficient authority over the terms and conditions of
20 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and
21 the other class members.

22 21. Defendants directly hired and paid wages and benefits to Plaintiff and other class
23 members.

24 22. Defendants continue to employ hourly-paid or non-exempt employees within the
25 State of California.

26 23. Plaintiff and other class members worked over eight (8) hours in a day, and/or
27 forty (40) hours in a week during their employment with Defendants.

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1 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
3 employees within the State of California. This scheme involved, inter alia, failing to pay them
4 for all hours worked, missed meal periods, and missed rest breaks in violation of California
5 law.

6 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and other class members were entitled to receive
8 certain wages for overtime compensation and that Plaintiff and other class members were not
9 receiving wages for overtime compensation.

10 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and other class members were working off-the-
12 clock, including pre- and post-shift donning and doffing of PPE and during meal breaks,
13 resulting in Plaintiff and other class members not receiving wages for all hours worked.

14 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 maintained a policy of rounding down hours worked by Plaintiff and other class members,
16 resulting in time shaving and Plaintiff and other class members not receiving wages for all
17 hours worked.

18 28. Plaintiff is informed and believes, and based thereon alleges, Defendants knew
19 or should have known Plaintiff and the other class members were receiving non-discretionary
20 bonuses and incentive pay but that such non-discretionary bonuses and incentive pay were not
21 factored in Plaintiff's and the other class members' regular rates of pay for overtime purposes.

22 29. Plaintiff is informed and believes, and based thereon alleges, Defendants knew
23 or should have known Plaintiff and the other class members were not having their sick leave
24 pay calculated using the methods outlined in the Labor Code and that Plaintiff and the other
25 class members were receiving improperly calculated sick leave pay.

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1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to provide Plaintiff and other class members the required rest and meal periods during
3 the relevant time period as required under the Industrial Welfare Commission Wage Orders
4 and thus they are entitled to any and all applicable penalties.

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and other class members were entitled to receive all
7 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and
8 the other class members' regular rate of pay when a meal period was missed, late or
9 interrupted, and that Plaintiff and other class members did not receive all timely and proper
10 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
11 period was missed, late, or interrupted.

12 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and other class members were entitled to receive all
14 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
15 and the other class members' regular rate of pay when a rest period was missed, late or
16 interrupted, and that Plaintiff and other class members did not receive all rest periods or
17 payment of one additional hour of pay at their regular rate of pay when a rest period was
18 missed, late, or interrupted.

19 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and other class members were entitled to receive at
21 least minimum wages for compensation and that Plaintiff and other class members were not
22 receiving at least minimum wages for all hours worked.

23 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and other class members were entitled to receive the
25 wages owed to them upon discharge or resignation, including overtime and minimum wages
26 and meal and rest period premiums, and that Plaintiff and other class members did not, in fact,
27 receive such wages owed to them at the time of their discharge or resignation.
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1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact,
4 Plaintiff and other class members did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, inter alia, the failure to include the total number of
6 hours worked by, gross wages earned by, meal and rest period premiums earned by, and net
7 wages earned by Plaintiff and other class members.

8 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to
10 reimbursement for necessary business-related expenses.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Defendants had to keep complete and accurate payroll records
13 for Plaintiff and other class members in accordance with California law, but, in fact, did not
14 keep complete and accurate payroll records for Plaintiff and other class members.

15 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that they had a duty to compensate Plaintiff and other class
17 members pursuant to California law, and that Defendants had the financial ability to pay such
18 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
19 represented to Plaintiff and other class members that they were properly denied wages, all in
20 order to increase Defendants' profits.

21 39. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours
23 worked. Plaintiff and other class members were required to work more than eight (8) hours
24 per day and/or forty (40) hours per week without overtime compensation.

25 40. As a pattern and practice, during the relevant time period set forth herein,
26 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
27 Plaintiff and other class members.
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1 41. As a pattern and practice, during the relevant time period set forth herein,
2 Defendants failed to pay Plaintiff and other class members at least minimum wages for all
3 hours worked.

4 42. During the relevant time period set forth herein, Defendants failed to factor non-
5 discretionary bonuses and incentive pay into Plaintiff's and other class members' regular rates
6 of pay for overtime compensation, meal period premiums, and rest period premiums.

7 43. During the relevant time period set forth herein, Defendants failed to calculate
8 and pay sick leave to Plaintiff and the other class members using the methods outlines in the
9 Labor Code.

10 44. As a pattern and practice, during the relevant time period set forth herein,
11 Defendants failed to pay Plaintiff and other class members the wages owed to them upon
12 discharge or resignation.

13 45. As a pattern and practice, during the relevant time period set forth herein,
14 Defendants failed to provide complete or accurate wage statements to Plaintiff and other class
15 members.

16 46. As a pattern and practice, during the relevant time period set forth herein,
17 Defendants failed to keep complete or accurate payroll records for Plaintiff and other class
18 members.

19 47. As a pattern and practice, during the relevant time period set forth herein,
20 Defendants failed to properly compensate Plaintiff and other class members pursuant to
21 California law in order to increase Defendants' profits.

22 48. California Labor Code section 218 states that nothing in Article 1 of the Labor
23 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
24 due to him [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against ANALOG DEVICES, INC. and DOES 1 through 100)**

4 49. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
5 through 48, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 50. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly
11 basis.

12 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other class members employed by Defendants, who
14 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
15 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
16 than forty (40) hours in a workweek.

17 52. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other class members overtime compensation at a rate of two times
19 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 53. California Labor Code section 510 codifies the right to overtime compensation
21 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
22 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
23 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

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1 54. During the relevant time period set forth herein, Plaintiff and other class
2 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
3 a week.

4 55. As a pattern and practice, during the relevant time period set forth herein,
5 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other
6 class members.

7 56. As a pattern and practice, during the relevant time period set forth herein,
8 Defendants intentionally and willfully failed to factor non-discretionary bonuses and incentive
9 pay into Plaintiff's and other class members' regular rates of pay for overtime compensation.

10 57. As a pattern and practice, during the relevant time period set forth herein,
11 Defendants intentionally and willfully required Plaintiff and other class members to work off-
12 the-clock, including pre- and post-shift donning and doffing of PPE, resulting in Plaintiff and
13 other class members not receiving overtime wages for all hours worked.

14 58. As a pattern and practice, during the relevant time period set forth herein,
15 Defendants maintained a policy of rounding down hours worked by Plaintiff and other class
16 members, resulting in time shaving and Plaintiff and other class members not receiving
17 overtime wages for all hours worked.

18 59. Defendants' pattern and practice of failing to pay Plaintiff and other class
19 members the unpaid balance of overtime compensation, as required by California laws,
20 violates the provisions of California Labor Code sections 510 and 1198, and is therefore
21 unlawful.

22 60. Pursuant to California Labor Code section 1194, Plaintiff and other class
23 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
24 attorneys' fees.

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1 66. As a pattern and practice, during the relevant time period set forth herein,
2 Plaintiff and other class members who were scheduled to work for a period of time no longer
3 than six (6) hours, and who did not waive their legally-mandated meal periods by mutual
4 consent, were required to work for periods longer than five (5) hours without an uninterrupted
5 meal period of not less than thirty (30) minutes and/or without a rest period.

6 67. As a pattern and practice, during the relevant time period set forth herein,
7 Plaintiff and other class members who were scheduled to work for a period of time no longer
8 than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual
9 consent, were required to work for periods longer than ten (10) hours without an uninterrupted
10 meal period of not less than thirty (30) minutes and/or without a rest period.

11 68. As a pattern and practice, during the relevant time period set forth herein,
12 Plaintiff and other class members who were scheduled to work for a period of time in excess
13 of six (6) hours were required to work for periods longer than five (5) hours without an
14 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

15 69. As a pattern and practice, during the relevant time period set forth herein,
16 Plaintiff and other class members (but not all) who were scheduled to work for a period of
17 time in excess of twelve (12) hours were required to work for periods longer than ten (10)
18 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without
19 a rest period.

20 70. As a pattern and practice, during the relevant time period set forth herein,
21 Defendants intentionally and willfully required Plaintiff and other class members to work
22 during meal periods and failed to compensate Plaintiff and the other class members the full
23 meal period premium for work performed during meal periods.

24 71. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants maintained a policy of rounding down hours worked by Plaintiff and other class
26 members, resulting in Plaintiff and other class members having their meal periods rounded.

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72. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members the full meal period premium due pursuant to California Labor Code section 226.7.

73. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against ANALOG DEVICES, INC. and DOES 1 through 100)

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74, and each and every part thereof with the same force and effect as though fully set forth herein.

76. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and other class members' employment by Defendants.

77. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

78. During the relevant time period set forth herein, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

1 79. As a pattern and practice, during the relevant time period set forth herein,
2 Defendants required Plaintiff and other class members (but not all) to work four (4) or more
3 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
4 period worked.

5 80. As a pattern and practice, during the relevant time period set forth herein,
6 Defendants willfully required Plaintiff and other class members (but not all) to work during
7 rest periods and failed to pay Plaintiff and the other class members the full rest period premium
8 for work performed during rest periods.

9 81. As a pattern and practice, during the relevant time period set forth herein,
10 Defendants failed to pay Plaintiff and the other class members (but not all) the full rest period
11 premium due pursuant to California Labor Code section 226.7

12 82. Defendants' conduct violates applicable IWC Wage Orders and California Labor
13 Code section 226.7.

14 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
15 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
16 additional hour of pay at the employees' regular hourly rate of compensation for each workday
17 that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194 and 1197)**

20 **(Against ANALOG DEVICES, INC. and DOES 1 through 100)**

21 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 83 and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 85. During the relevant time period set forth herein, California Labor Code sections
25 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of
26 a lesser wage than the minimum so fixed, is unlawful.

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86. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and other class members as required, pursuant to California Labor Code sections 1194 and 1197.

87. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff and other class members to work off-the-clock, including pre- and post-shift donning and doffing of PPE, resulting in Plaintiff and other class members not receiving all minimum wages for all hours worked.

88. As a pattern and practice, during the relevant time period set forth herein, Defendants maintained a policy of rounding down hours worked by Plaintiff and other class members, resulting in time shaving and Plaintiff and other class members not receiving wages for all hours worked.

89. Defendants' failure to pay Plaintiff and other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

90. Pursuant to California Labor Code section 1194.2, Plaintiff and other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against ANALOG DEVICES, INC. and DOES 1 through 100)

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 92. During the relevant time period set forth herein, California Labor Code sections
2 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
3 at the time of discharge are due and payable immediately, and if an employee quits his or her
4 employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
6 intention to quit, in which case the employee is entitled to his or her wages at the time of
7 quitting.

8 93. As a pattern and practice, during the relevant time period set forth herein,
9 Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not
10 all) who are no longer employed by Defendants their wages, earned and unpaid, within
11 seventy-two (72) hours of their leaving Defendants' employ.

12 94. Defendants' pattern and practice of failing to pay Plaintiff and other class
13 members who are no longer employed by Defendants their wages, earned and unpaid, within
14 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
15 Code sections 201 and 202.

16 95. California Labor Code section 203 provides that if an employer willfully fails to
17 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
18 shall continue as a penalty from the due date thereof at the same rate until paid or until an
19 action is commenced; but the wages shall not continue for more than thirty (30) days.

20 96. Plaintiff and other class members are entitled to recover from Defendants the
21 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum
22 as provided by Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against ANALOG DEVICES, INC. and DOES 1 through 100)**

4 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 96, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 98. During the relevant time period set forth herein, California Labor Code section
8 226(a) provides that every employer shall furnish each of his or her employees an accurate
9 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
10 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
11 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
12 on written orders of the employee may be aggregated and shown as one item, (5) net wages
13 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
14 the employee and his or her social security number, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
16 and the corresponding number of hours worked at each hourly rate by the employee. The
17 deductions made from payments of wages shall be recorded in ink or other indelible form,
18 properly dated, showing the month, day, and year, and a copy of the statement or a record of
19 the deductions shall be kept on file by the employer for at least three years at the place of
20 employment or at a central location within the State of California.

21 99. As a pattern and practice, Defendants have intentionally and willfully failed to
22 provide Plaintiff and other class members (but not all) with complete and accurate wage
23 statements. The deficiencies include but are not limited to: the failure to include the total
24 number of hours worked by, gross wages earned by, meal and rest period premiums earned
25 by, and net wages earned by Plaintiff and other class members.

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100. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and other class members have suffered injury and damage to their statutorily protected rights.

101. More specifically, Plaintiff and other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

102. Plaintiff and other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

103. Plaintiff and other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ANALOG DEVICES, INC. DOES 1 through 100)

104. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

106. Defendants required Plaintiff and other class members to wear personal protective equipment ("PPE"), such as boots, while working. However, Defendants failed to provide all PPE or any reimbursement to Plaintiff and other class members who purchased their own PPE out of pocket.

1 107. Defendants required Plaintiff and other class members use their personal cell
2 phones and vehicles while working. However, Defendants failed to reimburse Plaintiff and the
3 other class members for using their persona cellular phones and vehicles to perform their job
4 duties.

5 108. Defendants have intentionally and willfully failed to reimburse Plaintiff and other
6 class members (but not all) for all necessary business-related expenses and costs. Plaintiff and
7 other class members are entitled to recover from Defendants their business-related expenses and
8 costs incurred during the course and scope of their employment, plus interest accrued from the
9 date on which the employee incurred the necessary expenditures at the same rate as judgments
10 in civil actions in the State of California.

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of Labor Code Section 2698, et seq. (“PAGA”))**

13 **(Against ANALOG DEVICES, INC. DOES 1 through 100)**

14 109. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 108, and each and every part thereof with the same force and effect as though fully
16 set forth herein.

17 110. PAGA establishes any provision of the Labor Code which provides for a civil
18 penalty to be assessed and collected by the California Labor and Workforce Development
19 Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies, or
20 employees for a violation of the Labor Code may be recovered through a civil action brought
21 by an aggrieved employee on behalf of himself or herself, and other current or former
22 employees.

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111. On September 6, 2022, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions. On or about November 10, 2022, the 65-day notice period expired, and the LWDA will not take any action to investigate or prosecute this matter. Therefore, Plaintiff will have exhausted the statutory time period to bring this action. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the September 6, 2022 written notice to the LWDA.

112. Plaintiff and the other non-exempt employees are “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from April 6, 2019 through December 21, 2022 (or an earlier date per Defendants’ election pursuant to Plaintiff and Defendants’ agreement to an Escalator Clause) and one or more of the alleged violations was committed against them.

Failure to Pay Minimum and Overtime Wages

113. At all times relevant herein, Defendants were required to compensate their nonexempt employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandate of Labor Code sections 510, 1194, 1197, 1197.1, 1198, and 1199.

114. As a pattern and practice, Defendants failed to compensate Plaintiff and other aggrieved current and former employees for all hours worked, resulting in a failure to pay all minimum wages and overtime wages, where applicable.

Failure to Provide Meal Periods and Rest Breaks

115. In accordance with the mandates of Labor Code sections 226.7 and 512, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

1 116. As a pattern and practice, Defendants failed to provide Plaintiff and other
2 aggrieved current and former employees with legally-mandated meal periods and rest breaks
3 and failed to pay proper compensation for this failure.

4 **Failure to Timely Pay Wages During Employment**

5 117. At all times relevant herein, Defendants were required to pay their employees
6 within a specified time period pursuant to the mandate of Labor Code section 204.

7 118. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved
8 current and former employees all wages due and owing them within the required time period.

9 **Failure to Timely Pay Wages Upon Termination**

10 119. At all times relevant herein, Defendants were required to pay their employees all
11 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
12 to 204.

13 120. As a result of Defendants' Labor Code violations alleged above, Defendants failed
14 to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor
15 Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code
16 section 203.

17 **Failure to Provide Complete and Accurate Wage Statements**

18 121. At all times relevant herein, Defendants were required to keep accurate records of
19 their employees pursuant to the mandate of Labor Code sections 226, 226.3, and 1174(d).

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122. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and other aggrieved current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff's and other aggrieved current and former employees' gross wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate. Defendants also failed to provide Plaintiff and other aggrieved current and former employees complete and accurate wage statements in violation of Labor Code section 226(a). The deficiencies include, but are not limited to, the failure to include the total number of hours worked by, gross wages earned by, and net wages earned by Plaintiff and other aggrieved employees.

Failure to Reimburse Business Expenses

123. At all times relevant herein, Defendants were required to reimburse their employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge or his or her duties pursuant to the mandate of Labor Code sections 2800 and 2802.

124. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved current and former employees all business expenses incurred and owing them within the required time period.

Failure to Properly Calculate and Pay Sick Leave

125. At all times relevant herein, Defendants were required to calculate and pay sick leave pay pursuant to the methods outlined in Labor Code section 246(l).

126. As a pattern and practice, Defendants failed to calculate and pay sick leave to Plaintiff and other aggrieved current and former employees using the methods outlined in Labor Code section 246(l).

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Penalties

127. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

3 **(Against ANALOG DEVICES, INC. DOES 1 through 100)**

4 128. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 127, and each and every part thereof with the same force and effect as though fully
6 set forth herein.

7 129. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
8 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
9 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
10 interest within the meaning of Code of Civil Procedure section 1021.5.

11 130. Defendants' activities as alleged herein are violations of California law, and
12 constitute unlawful business acts and practices in violation of California Business &
13 Professions Code section 17200, *et seq.*

14 131. A violation of California Business & Professions Code section 17200, *et seq.*
15 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
16 pattern and practice of requiring Plaintiff and other class members work overtime hours
17 without paying them proper compensation violate California Labor Code sections 510 and
18 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class
19 members, to work through their meal and rest periods without paying them proper
20 compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
21 Defendants' pattern and practice of failing to timely pay wages to Plaintiff and other class
22 members violate California Labor Code sections 201 and 202. Defendants also violated
23 California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

24 132. As a result of the herein described violations of California law, Defendants
25 unlawfully gained an unfair advantage over other businesses.

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1 133. Plaintiff and other class members (but not all) have been personally injured by
2 Defendants' unlawful business acts and practices as alleged herein, including but not
3 necessarily limited to the loss of money and/or property.

4 134. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
5 Plaintiff and other class members are entitled to restitution of the wages withheld and retained
6 by Defendants during a period that commences four years prior to the filing of this Complaint;
7 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and
8 other applicable laws; and an award of costs.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff, individually, and on behalf of other members of the general public similarly
11 situated, requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
14 general public similarly situated, prays for relief and judgment against Defendants, jointly
15 and severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiff be appointed as representative of the Class;
19 3. That counsel for Plaintiff be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most
21 current contact information (address, e-mail and telephone numbers) of all class members.

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
25 pay all overtime wages due to Plaintiff and other class members (but not all);

- 26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;
28

1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 9. For such other and further relief as the court may deem just and proper.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods (including second meal periods) to Plaintiff and the other class
10 members (but not all);

11 11. That the Court make an award to Plaintiff and the other class members of one
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
13 period was not provided;

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7(b);

17 14. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due;

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the court may deem just and proper.

21 **As to the Third Cause of Action**

22 17. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
24 rest periods to Plaintiff and the other class members (but not all);

25 18. That the Court make an award to Plaintiff and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(b);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts were
5 due; and

6 22. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff
10 and the other class members (but not all);

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due;

15 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Labor Code section 1194(a);

17 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

18 28. For such other and further relief as the court may deem just and proper.

19 **As to the Fifth Cause of Action**

20 29. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at
22 the time of termination of the employment of Plaintiff and other class members (but not all)
23 no longer employed by Defendants;

24 30. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 31. For statutory wage penalties pursuant to California Labor Code section 203 for
27 the other class members who have left Defendants' employ;
28

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and other class members (but not all), and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members (but not all) for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

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46. For costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

As to the Ninth Cause of Action

declare, adjudge and decree that D

49. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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1 52. For injunctive relief to ensure compliance with this section, pursuant to
2 California Business and Professions Code sections 17200, *et seq.*; and

3 53. For such other and further relief as the court may deem just and proper.
4

5 Dated: December 14, 2022

JUSTICE LAW CORPORATION

6
7 By: 
8 Douglas Han
9 Shunt Tatavos-Gharajeh
10 Phillip Song
11 *Attorneys for Plaintiff*
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EXHIBIT 1

September 6, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: ANALOG DEVICES, INC. AND LINEAR TECHNOLOGY CORPORATION

Dear Representative:

We have been retained to represent Calvin Hong against Analog Devices, Inc. and Linear Technology Corporation (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees), individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws.

Mr. Hong is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Hong may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Analog Devices, Inc. is a Massachusetts corporation headquartered at One Analog Way, Wilmington, MA 01887.

Linear Technology Corporation is an unknown business entity headquartered in 1630 McCarthy Blvd., Milpitas, CA, 95035.

Analog Devices, Inc. and Linear Technology Corporation (collectively, Analog Devices) employed Mr. Hong as an hourly-paid, non-exempt welder and driver in the State of California. Analog Devices directly controlled the wages, hours and working conditions of Mr. Hong's employment.

¹ Mr. Hong does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Hong will amend this notice when the true names and capacities are known. Mr. Hong is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Hong and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Hong may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees of Analog Devices within the State of California.

Analog Devices failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Hong has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at Analog Devices, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

Analog Devices has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 223, 226, 226.3, 226.7, 246, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Hong and other aggrieved employees regularly worked in excess of 8 hours in a day and 40 hours in a week. Analog Devices failed to compensate Mr. Hong and other aggrieved employees for all hours worked and performing work off-the-clock, including pre- and post-shift donning and doffing of personal protective equipment (“PPE”) and during meal breaks. Additionally, Analog Devices failed to factor non-discretionary bonuses and incentives in the aggrieved employees’ regular rate of pay for purposes of overtime compensation. Mr. Hong and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Analog Devices failed to inform Mr. Hong and other aggrieved employees of their rights to meal or rest breaks under California law and failed to affirmatively provide them with meal breaks and authorize and permit them to take rest breaks. Analog Devices also routinely required other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Analog Devices policies and expectations. Despite these facts, Analog Devices failed to compensate Mr. Hong and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Analog Devices failed to pay Mr. Hong and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Analog Devices failed to pay Mr. Hong and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Analog Devices did not provide Mr. Hong and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Analog Devices were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Hong and other aggrieved employees, (2) total hours worked by Mr. Hong and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Hong and other aggrieved employees (4) all deductions for Mr. Hong and other aggrieved employees, (5) net wages earned by Mr. Hong and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Hong and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Hong and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Hong and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Analog Devices failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Hong and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Analog Devices did not provide Mr. Hong and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift donning and doffing of PPE and during meal breaks. Additionally, Analog Devices had a policy of rounding down hours worked by employees, which led to time shaving and resulted in Mr. Hong and others not receiving wages for all hours worked.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Hong and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Analog Devices, including for using their personal cellular phones and vehicles to perform their job duties.

California Labor Code section 246 allows an employer to calculate paid sick leave for its employees either (1) in the same manner as the regular rate of pay for the workweek in which the employees uses paid sick time, whether or not the employee actually works overtime in that workweek or (2) by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During their employment, Mr. Hong and other aggrieved employees were not paid sick leave using the methods outlined in Labor Code section 246.

We believe that Mr. Hong and other current and former California-based hourly-paid or non-exempt employees of Analog Devices are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 223, 226, 226.3, 226.7, 246, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

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LWDA
September 6, 2022
Page 6 of 6

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Hong will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Analog Devices within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (Email Only)

Angela Rafoth., Esq.
arafoth@littler.com
Emily Mertes, Esq.
emertes@littler.com

Little Mendelson, P.C.

Counsel of Record for Analog Devices, Inc. and Linear Technology Corporation

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On December 14, 2022, I served the foregoing document described as

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Angela J. Rafoth (arafoth@littler.com)
Emily Mertes (emertes@littler.com)
Chrissie Goodman (chgoodman@littler.com)
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104

Attorney(s) for Defendant Analog Devices, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 14, 2022, at Pasadena, California.



Sophia Hanneyan

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is shanneyan@justicelawcorp.com

On December 14, 2022, I served the foregoing document described as

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Hong v. Analog Devices, Inc.**
LWDA/Court Case No.: **LWDA-CM-906226-22**
Court Case No.: 20CV369017
Santa Clara County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

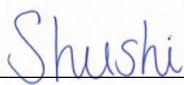
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 14, 2022, at Pasadena, California.



Sophia Hanneyan