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April 1, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Sylvia Hernandez v. Microwave Power Products, Inc., et al.*

Dear PAGA Administrator:

This office represents Sylvia Hernandez in connection with her claims under the California Labor Code. Ms. Hernandez was an employee of MICROWAVE POWER PRODUCTS, INC. and/or COMMUNICATIONS & POWER INDUSTRIES LLC. For the purpose of this letter, Ms. Hernandez collectively refers to these entities as "MPP."

The employer may be contacted directly at the addresses below:

MICROWAVE POWER
PRODUCTS, INC.
811 HANSEN WAY
PALO ALTO, CA 94303

COMMUNICATIONS & POWER
INDUSTRIES LLC
1000 KLEIN ROAD
PLANO, TX 75074

Ms. Hernandez intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Hernandez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by MPP in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MPP employed Ms. Hernandez as a non-exempt Manufacturing Technician from approximately August 2024 to February 2025. Ms. Hernandez worked at MPP's facility in Palo Alto, California. During her employment, Ms. Hernandez typically worked eight (8) hours or more per day and five (5) days per week. By the end of her employment, Ms. Hernandez was compensated approximately \$24.00 per hour. Ms. Hernandez's job duties included, without limitation, building electronic components and subassemblies.

MPP has committed each of the following Labor Code violations against Ms. Hernandez, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

MPP’s Company-Wide and Uniform Payroll and HR Practices

MICROWAVE POWER PRODUCTS, INC. is a Delaware corporation while COMMUNICATIONS & POWER INDUSTRIES LLC is a Delaware limited liability company. Together, they are a global manufacturer of electronic components and subsystems focused primarily on communications and defense markets. Upon information and belief, MPP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Palo Alto, California, or Plano, Texas, for all non-exempt, hourly paid employees working for MPP in California, including Ms. Hernandez and other aggrieved employees. At all relevant times, MPP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Hernandez and other aggrieved employees, regardless of their location or position.

Upon information and belief, MPP maintains a centralized Payroll department at its corporate headquarters in Palo Alto, California, or Plano, Texas, which processes payroll for all non-exempt, hourly paid employees working for MPP in California, including Ms. Hernandez and other aggrieved employees. Further, MPP issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Hernandez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, MPP utilized the same methods and formulas when calculating wages due to Ms. Hernandez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

MPP willfully failed to pay all overtime wages owed to Ms. Hernandez and other aggrieved employees. During the relevant time period, Ms. Hernandez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

¹ These facts, theories, and claims are based on Ms. Hernandez’s experience and counsel’s review of those records currently available relating to Ms. Hernandez’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Hernandez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, MPP had, and continues to have, a company-wide policy and/or practice of requiring Ms. Hernandez and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts, because MPP did not provide a means to account for this time. For example, Ms. Hernandez and other aggrieved employees were required to don personal protective equipment (“PPE”), including, but not limited to, a smock, in certain areas on MPP’s premises, such as a cleanroom. However, MPP did not allow Ms. Hernandez and other aggrieved employees to report all of the time spent donning and doffing their PPE at the beginning and end of their shifts or during their meal periods, despite being on MPP’s premises and under MPP’s control, because the timekeeping system was located in an area only accessible to employees if they had PPE on. As a result, Ms. Hernandez and other aggrieved employees were required to spend time donning PPE before clocking in prior to a shift and doffing their PPE after clocking out at the end of a shift.

Second, Ms. Hernandez and other aggrieved employees were similarly required to spend time doffing their PPE when they left their work areas to take their unpaid meal periods and were also required to spend time donning their PPE when they returned from their meal periods, and as a result, Ms. Hernandez and other aggrieved employees were not always afforded compliant, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods.

Third, MPP failed to implement a reliable timekeeping system to track and record Ms. Hernandez’s and other aggrieved employees’ hours worked. MPP’s timekeeping software often malfunctioned, lagged, or had connectivity issues, which impeded Ms. Hernandez and other aggrieved employees from accurately recording their hours worked. For example, when the timekeeping system malfunctioned or had connectivity issues, Ms. Hernandez and other aggrieved employees had to wait off-the-clock for the timekeeping system to load so they could clock in for the start of their shifts or from their meal periods, but had no way of recording this time worked.

Fourth, on information and belief, MPP’s company-wide timekeeping system prevented Ms. Hernandez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted because the system locked out Ms. Hernandez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MPP did not record all hours worked during meal periods and Ms. Hernandez and other aggrieved employees performed work during meal periods for which they were not paid.

MPP knew or should have known that as a result of these company-wide practices and/or policies, Ms. Hernandez and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Hernandez and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Hernandez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

MPP’s failure to pay Ms. Hernandez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MPP into

compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

As set forth above, MPP required Ms. Hernandez and other aggrieved employees to perform work off-the-clock before and after their scheduled start and end times as well as during meal periods. As stated, MPP required Ms. Hernandez and other aggrieved employees to don and doff PPE while off-the-clock, including before clocking in prior to a shift or when returning from a meal period and when exiting the premises after clocking out at the end of a shift or when leaving for a meal period.

Further, as also stated, MPP’s timekeeping system restricted Ms. Hernandez and other aggrieved employees from accurately recording their hours worked due to frequent malfunctions and delays, causing Ms. Hernandez and other aggrieved employees to wait off-the-clock to clock in for their shifts or from their meal periods. MPP failed to track this time Ms. Hernandez and other aggrieved employees spent working off-the-clock, and thus, Ms. Hernandez and other aggrieved employees received no compensation for this time. Moreover, as stated, MPP systematically failed to pay Ms. Hernandez and other aggrieved employees for actual hours worked during unpaid meal periods because MPP’s timekeeping system locked out Ms. Hernandez and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, MPP systematically failed to pay Ms. Hernandez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

MPP did not pay minimum wages for all hours worked by Ms. Hernandez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MPP did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, MPP regularly failed to pay at least minimum wages to Ms. Hernandez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not

require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, MPP had a policy and/or practice of requiring Ms. Hernandez and other aggrieved employees to don and doff PPE when entering certain work areas, such as the cleanroom, which prevented Ms. Hernandez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, at the start and end of each meal period, Ms. Hernandez was required to don her PPE when returning from a meal period and to doff her PPE when exiting the clean room to leave for a meal period. This policy led to significant delays at the start and end of each meal period, resulting in Ms. Hernandez's and other aggrieved employees' meal periods being cut short.

Moreover, as described above, MPP's timekeeping system often malfunctioned, lagged, or had connectivity issues, so Ms. Hernandez and other aggrieved employees returned from their meal periods early to allot time for the timekeeping system to load so they could clock in from their meal periods on time. Also, as stated, MPP's company-wide timekeeping system prevented Ms. Hernandez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Hernandez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

At all times herein mentioned, MPP knew or should have known that, as a result of these policies, Ms. Hernandez and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. MPP further knew or should have known that MPP did not pay Ms. Hernandez and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

Furthermore, MPP engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Hernandez and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, MPP failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198 pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. 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. 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.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, MPP regularly failed to authorize and permit Ms. Hernandez and other aggrieved employees to take a full ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, MPP required Ms. Hernandez and other aggrieved employees to record their rest periods in MPP's timekeeping system, and because the timekeeping system often malfunctioned, lagged, or had connectivity issues, Ms. Hernandez and other aggrieved employees were pressured to return early from their rest periods to allot enough time for the timekeeping system to load so they could clock back in from their rest periods. As a result, Ms. Hernandez and other aggrieved employees had to cut their rest periods short. Moreover, to the extent that MPP required Ms. Hernandez and other aggrieved employees to don and doff their PPE during rest periods, Ms. Hernandez and other aggrieved employees were not relieved of all duty in order to take compliant rest periods.

Furthermore, on information and belief, MPP maintained a company-wide on-premises rest period policy, which effectively required that Ms. Hernandez and/or other aggrieved employees remain on the premises during their rest periods. Because Ms. Hernandez and/or other aggrieved employees were restricted from leaving MPP's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, MPP effectively maintained control over Ms. Hernandez and/or other aggrieved employees during rest periods.

As a result of MPP's practices and policies, Ms. Hernandez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Hernandez had to cut her rest periods short so she could timely return to work.

MPP also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Hernandez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, MPP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MPP has not provided Ms. Hernandez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, MPP has knowingly and intentionally provided Ms. Hernandez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MPP issued uniform wage statements to Ms. Hernandez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, MPP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MPP did not record the time Ms. Hernandez and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), MPP did not list the correct amount of gross wages and net wages earned by Ms. Hernandez and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5). For the same reason, MPP failed to accurately list the total number of the hours worked by Ms. Hernandez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), MPP willfully failed to maintain accurate payroll records for Ms. Hernandez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, MPP engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Ms. Hernandez and other aggrieved employees in violation of section 1198.

Because MPP failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Hernandez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Hernandez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, MPP failed to pay Ms. Hernandez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

MPP willfully failed to pay Ms. Hernandez and other aggrieved employees who are no longer employed by MPP all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving MPP's employ.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 246 – Failure to Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages.

During the relevant time period, MPP failed, on a company-wide basis, to provide Ms. Hernandez and other aggrieved employees written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them. MPP's ongoing and systematic failure to provide written notice of sick leave benefits to Ms. Hernandez and other aggrieved employees violates California Labor Code section 246(i).

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, MPP failed to provide Ms. Hernandez and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). MPP's failure to provide Ms. Hernandez and other aggrieved employees with written notice of basic information regarding their employment with MPP is in violation of Labor Code section 2810.5.

Ms. Hernandez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MPP into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny 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 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." MPP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Hernandez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Hernandez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Hernandez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against MPP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Hernandez seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", is shown within a light gray rectangular box.

Ninel Kocharyan

Copy: MICROWAVE POWER PRODUCTS, INC. (via U.S. Certified Mail); COMMUNICATIONS
& POWER INDUSTRIES LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

9589 0710 5270 0211 0127 76



MICROWAVE POWER
PRODUCTS, INC.
811 HANSEN WAY
PALO ALTO, CA 94303

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

MICROWAVE POWER
PRODUCTS, INC.
811 HANSEN WAY
PALO ALTO, CA 94303



9590 9402 8803 4005 5736 23

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 76

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☒ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature Restricted Delivery | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | ☐ Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

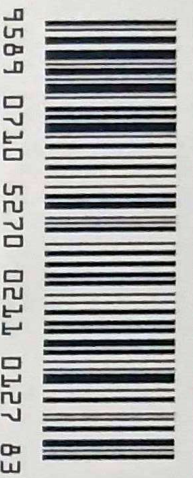
Handwritten: *Herbman v*
Postmark: *MICROWAVE*
Name: _____

MICROWAVE POWER
PRODUCTS, INC.
811 HANSEN WAY
PALO ALTO, CA 94303

9589 0710 5270 0211 0127 76

PS

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0127 83

COMMUNICATIONS &
POWER INDUSTRIES LLC
1000 KLEIN ROAD
PLANO, TX 75074

9589 0710 5270 0211 0127 83

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box and fee as appropriate)
☒ Premium Receipt (hardcopy) \$
☐ Premium Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
Postage \$
Total \$
Sent to \$
Street, \$
City, St \$
PS Form 3811, July 2020 PSN 7530-02-000-9053

COMMUNICATIONS &
POWER INDUSTRIES LLC
1000 KLEIN ROAD
PLANO, TX 75074

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

COMMUNICATIONS &
POWER INDUSTRIES LLC
1000 KLEIN ROAD
PLANO, TX 75074



9590 9402 8803 4005 5736 16

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 83

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt