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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SYLVIA HERNANDEZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

MICROWAVE POWER PRODUCTS,
INC., a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25CV476782

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Civil Penalties for Violations of California
Labor Code, Pursuant to PAGA, §§ 2698,
et seq.

Jury Trial Demanded

1 Plaintiff Sylvia Hernandez, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on April 1, 2025, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
14 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
23 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
24 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
25 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
26 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
27 be established when Plaintiff’s share of the civil penalties attributable to violations personally
28 suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Palo Alto, County of Santa Clara, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Sylvia Hernandez is a resident of San Jose, in Santa Clara County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately August 2024 to February 2025. Plaintiff worked as a Manufacturing Technician at Defendants' facility in Palo Alto, California. During her employment, Plaintiff typically worked eight (8) or more hours per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, building electronic components and subassemblies.

7. MICROWAVE POWER PRODUCTS, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of Defendants at all relevant times.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, MICROWAVE

1 POWER PRODUCTS, INC. and/or DOES 1 through 10 (collectively, “Defendants” or
2 “MICROWAVE POWER PRODUCTS”), each acting as the agent, employee, alter ego, and/or
3 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
4 within the course and scope of such agency, employment, joint venture, or concerted activity
5 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
6 accordance with, and represent, the official policy of Defendants.

7 11. At all relevant times, Defendants, and each of them, ratified each and every act
8 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
9 and abetted the acts and omissions of each and all the other Defendants in proximately causing
10 the damages herein alleged.

11 12. Plaintiff is informed and believes, and thereon alleges, that each of said
12 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
13 omissions, occurrences, and transactions alleged herein.

14 **PAGA REPRESENTATIVE ALLEGATIONS**

15 13. Defendants are a global manufacturer of electronic components and subsystems
16 focused primarily on communications and defense markets. Upon information and belief,
17 Defendants maintain a single, centralized Human Resources (“HR”) department at their
18 company headquarters in Palo Alto, California, which is responsible for the recruiting and hiring
19 of new employees, and communicating and implementing Defendants’ company-wide policies,
20 including timekeeping policies and meal and rest period policies, to employees throughout
21 California.

22 14. In particular, Plaintiff and other non-party Aggrieved Employees, on information
23 and belief, received the same standardized documents and/or written policies. Upon
24 information and belief, the usage of standardized documents and/or written policies, including
25 new-hire documents, indicate that Defendants dictated policies at the corporate level and
26 implemented them company-wide, regardless of their employees’ assigned locations or
27 positions. Upon information and belief, Defendants set forth uniform policies and procedures
28 in several documents provided at an employee’s time of hire.

1 15. Upon information and belief, Defendants maintain a centralized Payroll
2 department at their company headquarters in Palo Alto, California, which processes payroll for
3 all non-exempt, hourly paid employees working for Defendants at their various locations in
4 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
5 information and belief, Defendants issue the same formatted wage statements to all non-exempt,
6 hourly paid employees in California, irrespective of their work locations. Upon information
7 and belief, Defendants process payroll for departing employees in the same manner throughout
8 the State of California, regardless of the manner in which each employee's employment ends.

9 16. Defendants continue to employ non-exempt or hourly paid employees in
10 California.

11 17. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
13 advisors knowledgeable about California labor and wage law, employment and personnel
14 practices, and about the requirements of California law.

15 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
16 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
17 were not recorded.

18 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive certain wages for overtime compensation and that they were not receiving certain wages
21 for overtime compensation.

22 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 receive at least minimum wages for compensation and that they were not receiving at least
25 minimum wages for work that was required to be done off-the-clock. In violation of the
26 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
27 least minimum wages for work done off-the-clock.

28 ///

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
4 payment of one (1) additional hour of pay at their regular rates of pay when they were not
5 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
6 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
7 additional hour of pay at their regular rates of pay when they did not receive a timely,
8 uninterrupted, thirty (30) minute meal period.

9 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
11 periods in accordance with the California Labor Code and applicable IWC Wage Order or
12 payment of one (1) additional hour of pay at their regular rates of pay when they were not
13 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
14 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
15 provided with payment of one (1) additional hour of pay at their regular rates of pay when they
16 were not authorized and permitted to take a compliant rest period.

17 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive complete and accurate wage statements in accordance with California law. In violation
20 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
21 provided complete and accurate wage statements.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that they had a duty to maintain accurate and complete payroll records in
24 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
25 knowingly, and intentionally failed to do so.

26 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 timely payment of all wages earned upon termination of employment. In violation of the

1 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
2 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
3 and/or meal and rest period premiums, within permissible time periods.

4 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 timely payment of wages during their employment. In violation of the California Labor Code,
7 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
8 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
9 premiums, within permissible time periods.

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive itemized wage statements or separate written statements showing the amount of paid
13 sick leave available, or paid time off provided in lieu of sick leave. In violation of the California
14 Labor Code, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
15 with written itemized wage statements or separate written statements showing this information.

16 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that Defendants had a duty to provide
18 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of
19 their employment with Defendants as required by the California Wage Theft Prevention Act,
20 but failed to do so.

21 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
23 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
24 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
25 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
26 were properly denied wages, all in order to increase Defendants' profits.

27 30. At all times herein set forth, PAGA provides that any provision of law under the
28 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and

1 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
2 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
3 behalf of themselves and other current or former employees pursuant to procedures outlined in
4 California Labor Code section 2699.3.

5 31. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 32. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
10 or former employees and each of the alleged violations were committed against them.

11 33. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
13 requirements have been met:

14 (a) The aggrieved employee shall give written notice by online filing
15 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
16 the employer of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support
18 the alleged violations.

19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be accompanied
21 by a filing fee of seventy-five dollars (\$75).

22 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
23 employer and the aggrieved employee by certified mail that it does not
24 intend to investigate the alleged violation within sixty (60) calendar days
25 of the postmark date of the Employee’s Notice. Upon receipt of the
26 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
27 (65) calendar days of the postmark date of the Employee’s Notice, the
28 aggrieved employee may commence a civil action pursuant to California

1 Labor Code section 2699 to recover civil penalties in addition to any other
2 penalties to which the employee may be entitled.

3 34. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
4 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
5 other than those listed in Section 2699.5 after the following requirements have been met:

6 (a) The aggrieved employee or representative shall give written notice by
7 online filing to the LWDA and by certified mail to the employer of the
8 specific provisions of the California Labor Code alleged to have been
9 violated (other than those listed in Section 2699.5), including the facts
10 and theories to support the alleged violation.

11 (b) An aggrieved employee's notice filed with the LWDA pursuant to
12 2699.3(c) and any employer response to that notice shall be accompanied
13 by a filing fee of seventy-five dollars (\$75).

14 (c) The employer may cure the alleged violation within thirty-three (33)
15 calendar days of the postmark date of the notice. The employer shall give
16 written notice by certified mail within that period of time to the aggrieved
17 employee or representative and the agency if the alleged violation is
18 cured, including a description of actions taken, and no civil action
19 pursuant to Section 2699 may commence. If the alleged violation is not
20 cured within the 33-day period, the employee may commence a civil
21 action pursuant to Section 2699.

22 35. On April 1, 2025, Plaintiff provided written notice by online filing to the LWDA
23 and by certified mail to Defendants of the specific provisions of the California Labor Code
24 alleged to have been violated, including facts and theories to support the alleged violations, in
25 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
26 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
27 Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA
28 Case Number LWDA-CM-1089707-25. A true and correct copy of Plaintiff's written notice to

1 the LWDA and Defendants is attached hereto as “Exhibit 1.”

2 36. As of the filing date of this complaint, over 65 days have passed since Plaintiff
3 sent the written notice described above, and the LWDA has not responded that it intends to
4 investigate Plaintiff’s claims, and Defendants have not cured the violations.

5 37. Thus, Plaintiff has satisfied the administrative prerequisites under California
6 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
8 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2810.5.

9 38. Labor Code section 558(a) provides “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare Commission
12 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
13 each underpaid employee for each pay period for which the employee was underpaid (2)
14 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
15 each pay period for which the employee was underpaid” Labor Code section 558(c)
16 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
17 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
18 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
19 herself, all other non-party Aggrieved Employees, and the State of California against
20 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
21 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not
22 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
23 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

24 39. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
26 Employees’ rights by violating various sections of the California Labor Code as set forth above.

27 40. As set forth below, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage

Order.

41. 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 section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other non-party Aggrieved Employees, and the State of California against Defendants 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, 1198, and 2810.5.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

43. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 246, 510, 512(a), 516, 1182.12, 1194, 1197, and 2810.5.

44. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;

- 1 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
3 and other non-party Aggrieved Employees with meal periods, as set forth
4 below;
- 5 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
6 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
7 and other non-party Aggrieved Employees to take rest periods, as set forth
8 below;
- 9 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
17 wages upon termination, as set forth below;
- 18 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
19 during employment, as set forth below;
- 20 (i) Violation of Labor Code section 246 for failure to provide written notice
21 of paid sick leave to Plaintiff and other non-party Aggrieved Employees,
22 as set forth below; and
- 23 (j) Violation of Labor Code section 2810.5 for failure to provide notice of
24 material terms of employment, as set forth below.

25 **FAILURE TO PAY OVERTIME**

26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 45. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor

1 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
2 shall be the . . . standard conditions of labor for employees. The employment of any employee
3 . . . under conditions of labor prohibited by the order is unlawful.”

4 46. California Labor Code section 1198 and the applicable IWC Wage Order provide
5 that it is unlawful to employ persons without compensating them at a rate of pay either time-
6 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
7 worked by the person on a daily or weekly basis.

8 47. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
11 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
12 hours in a workweek.

13 48. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
15 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
16 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
17 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

18 49. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
21 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
22 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
23 the seventh (7th) day of work.

24 50. During the relevant time period, Defendants willfully failed to pay all overtime
25 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
26 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
27 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
28 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were

1 not recorded.

2 51. First, Defendants had, and continue to have, a company-wide policy and/or
3 practice of requiring Plaintiff and other non-party Aggrieved Employees to perform work off-
4 the-clock before and after their scheduled shifts, because Defendants did not provide a means
5 to account for this time. For example, Plaintiff and other non-party Aggrieved Employees were
6 required to don personal protective equipment (“PPE”), including, but not limited to, a smock,
7 in certain areas on Defendants’ premises, such as a cleanroom. However, Defendants did not
8 allow Plaintiff and other non-party Aggrieved Employees to report all of the time spent donning
9 and doffing their PPE at the beginning and end of their shifts or during their meal periods,
10 despite being on Defendants’ premises and under Defendants’ control, because the timekeeping
11 system was located in an area only accessible to employees if they had PPE on. As a result,
12 Plaintiff and other non-party Aggrieved Employees were required to spend time donning their
13 PPE before clocking in prior to a shift and doffing their PPE after clocking out at the end of a
14 shift.

15 52. Second, Plaintiff and other non-party Aggrieved Employees were similarly
16 required to spend time doffing their PPE when they left their work areas to take their unpaid
17 meal periods and were also required to spend time donning their PPE when they returned from
18 their meal periods, and as a result, Plaintiff and other non-party Aggrieved Employees were not
19 always afforded compliant, uninterrupted thirty (30) minute meal periods during shifts in which
20 they were entitled to receive meal periods.

21 53. Third, Defendants failed to implement a reliable timekeeping system to track and
22 record Plaintiff’s and other non-party Aggrieved Employees’ hours worked. Defendants’
23 timekeeping software often malfunctioned, lagged, or had connectivity issues, which impeded
24 Plaintiff and other non-party Aggrieved Employees from accurately recording their hours
25 worked. For example, when the timekeeping system malfunctioned or had connectivity issues,
26 Plaintiff and other non-party Aggrieved Employees had to wait off-the-clock for the
27 timekeeping system to load so they could clock in for the start of their shifts or from their meal
28 periods, but had no way of recording this time worked.

1 54. Fourth, on information and belief, Defendants’ company-wide timekeeping
2 system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours
3 worked when their meal periods were shortened or interrupted because the system locked out
4 Plaintiff and other non-party Aggrieved Employees once they clocked out for a meal period,
5 and would not permit them to clock back in from a meal period before 30 minutes had elapsed.
6 Thus, Defendants did not record all hours worked during meal periods and Plaintiff and other
7 non-party Aggrieved Employees performed work during meal periods for which they were not
8 paid.

9 55. Defendants knew or should have known that as a result of these company-wide
10 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
11 their assigned duties off-the-clock before and after their shifts and during meal periods, and
12 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
13 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or
14 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
15 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
16 wages for all of the overtime hours they actually worked.

17 56. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
18 the balance of overtime compensation as required by California law, violates the provisions of
19 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
20 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
21 and/or 2699(a), (f), and (k).

22 **FAILURE TO PAY MINIMUM WAGES**

23 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

24 57. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
25 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
26 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
27 Compensable work time is defined in IWC Wage Order No. 1-2001 as “the time during which
28 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”).

58. As set forth above, Defendants required Plaintiff and other non-party 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, Defendants required Plaintiff and other non-party Aggrieved Employees to don and doff their 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.

59. Further, as also stated, Defendants’ timekeeping system restricted Plaintiff and other non-party Aggrieved Employees from accurately recording their hours worked due to frequent malfunctions and delays, causing Plaintiff and other non-party Aggrieved Employees to wait off-the-clock to clock in for their shifts or from their meal periods. Defendants failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and thus, Plaintiff and class members received no compensation for this time. Moreover, as stated, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods because Defendants’ timekeeping system locked out Plaintiff and other non-party Aggrieved Employees for 30 minutes when they clocked out for a meal period.

60. Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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, and 1198.

61. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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2 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
3 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

4 62. At all relevant times herein set forth, the applicable IWC Wage Order and
5 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
6 other non-party Aggrieved Employees' employment by Defendants.

7 63. At all relevant times herein set forth, California Labor Code section 512(a)
8 provides that an employer may not require, cause, or permit an employee to work for a period
9 of more than five (5) hours per day without providing the employee with a meal period of not
10 less than thirty (30) minutes, except that if the total work period per day of the employee is not
11 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
12 and the employee. Under California law, first meal periods must start after no more than five
13 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

14 64. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

17 65. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
18 the applicable IWC Wage Order also require employers to provide a second meal period of not
19 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
20 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
21 hours worked is no more than twelve (12) hours, the second meal period may be waived by
22 mutual consent of the employer and the employee only if the first meal period was not waived.

23 66. As stated, Defendants had a policy and/or practice of requiring Plaintiff and other
24 non-party Aggrieved Employees to don and doff their PPE when entering certain work areas,
25 such as the cleanroom, which prevented Plaintiff and other non-party Aggrieved Employees
26 from taking all timely, uninterrupted meal periods to which they were entitled. For example, at
27 the start and end of each meal period, Plaintiff was required to don her PPP when returning from
28 a meal period and to doff her PPE when exiting the cleanroom to leave for a meal period. This

1 policy led to significant delays at the start and end of each meal period, resulting in Plaintiff's
2 and other non-party Aggrieved Employees' meal periods being cut short.

3 67. Moreover, as described above, Defendants' timekeeping system often
4 malfunctioned, lagged, or had connectivity issues, so Plaintiff and other non-party Aggrieved
5 Employees returned from their meal periods early to allot time for the timekeeping system to
6 load so they could clock in from their meal periods on time. Also, as stated, Defendants'
7 company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved
8 Employees from recording when their meal periods were shortened or interrupted, because the
9 system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out
10 for a meal period, and would not permit them to clock back in from a meal period before 30
11 minutes had elapsed.

12 68. At all times herein mentioned, Defendants knew or should have known that, as a
13 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from
14 being relieved of all duties and required to perform some of their assigned duties during meal
15 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
16 and other non-party Aggrieved Employees meal period premiums when meal periods were
17 missed, shortened, interrupted, and/or late.

18 69. Moreover, Defendants engaged in a company-wide practice and/or policy of not
19 paying meal period premiums owed when compliant meal periods are not provided. Because
20 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
21 received premium pay for missed, late, and interrupted meal periods. As a result, Defendants
22 failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods in
23 violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full
24 meal period premiums due.

25 70. Defendants' conduct violates the applicable IWC Wage Order, and California
26 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
28 and/or 2699(a), (f), and (k).

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

71. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

72. At all relevant times, 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.

73. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

74. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants required Plaintiff and other non-party Aggrieved Employees to record their rest periods in Defendants' timekeeping system, and because the timekeeping system often malfunctioned, lagged, or had connectivity issues, Plaintiff and other non-party 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, Plaintiff and other non-party Aggrieved Employees had to cut their rest periods short.

Moreover, to the extent that Defendants required Plaintiff and other non-party Aggrieved Employees to don and doff their PPE during rest periods, Plaintiff and other non-party Aggrieved Employees were not relieved of all duty in order to take compliant rest periods.

75. Furthermore, on information and belief, during the relevant time period, Defendants maintained a company-wide on-premises rest period policy, which effectively required that Plaintiff and/or other non-party Aggrieved Employees remain on the premises during their rest periods. Because Plaintiff and/or other non-party Aggrieved Employees were restricted from leaving Defendants' premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and/or other non-party Aggrieved Employees during rest periods.

76. As a result of Defendants' practices and policies, Plaintiff and other non-party 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 rest periods to which they were entitled. For example, throughout her employment, Plaintiff had to cut her rest periods short so she could timely return to work.

77. Defendants have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

78. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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1 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

2 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

3 79. At all relevant times herein set forth, California Labor Code section 226(a)
4 provides that every employer shall furnish each of his or her employees an accurate and
5 complete itemized wage statement in writing, including, but not limited to, the name and address
6 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
7 and all applicable rates of pay.

8 80. At all relevant times, Defendants have knowingly and intentionally provided
9 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
10 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
11 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
12 worked; net wages earned; and all applicable hourly rates in effect during the pay period,
13 including rates of pay for overtime wages, and the corresponding number of hours worked at
14 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and
15 226(a)(9).

16 81. Because Defendants did not record the time Plaintiff and other non-party
17 Aggrieved Employees spent working off the clock and deducted time from their records for
18 meal periods that were interrupted and/or missed (and therefore time for which they should have
19 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
20 Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and
21 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
22 worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2),
23 and failed to list the applicable hourly rates of pay in effect during the pay period and the
24 corresponding accurate number of hours worked at each hourly rate, in violation of section
25 226(a)(9).

26 82. The wage statement deficiencies also include, among other things, failing to list
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for

1 which aggrieved employees were paid; failing to list the name of the employee and only the last
2 four digits of his or her social security number or an employee identification number other than
3 a social security number; failing to list the name and address of the legal entity that is the
4 employer; and/or failing to state all hours worked as a result of not recording or stating hours
5 worked off-the-clock.

6 83. California Labor Code section 1174(d) provides that “[e]very person employing
7 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
8 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
11 applicable piece rate paid to, employees employed at the respective plants or
12 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
13 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
14 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
15 result of failing to record the off-the-clock hours that they worked.

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

26 85. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
27 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
28 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

10 87. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees who are no longer employed by Defendants the earned
12 and unpaid wages set forth above, including but not limited to, overtime wages, minimum
13 wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-
14 two (72) hours of their leaving Defendants' employ.

15 88. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
16 who are no longer employed by Defendants their wages earned and unpaid at the time of
17 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
18 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
19 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
20 (k).

21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 204**

23 89. At all times relevant herein set forth, Labor Code section 204 provides that all
24 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
25 days, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
27 the month during which the labor was performed. Labor Code section 204 further provides that
28 all wages earned by any person in any employment between the sixteenth (16th) and the last

1 day, inclusive, of any calendar month, other than those wages due upon termination of an
2 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
3 month.

4 90. At all times relevant herein, Labor Code section 204 provides that all wages
5 earned for labor in excess of the normal work period shall be paid no later than the payday for
6 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
7 204 provides that the requirements of this section are deemed satisfied by the payment of wages
8 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
9 calendar days following the close of the payroll period.

10 91. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
12 wages, minimum wages, and/or meal and rest period premiums, within the time periods
13 specified by California Labor Code section 204.

14 92. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
15 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

16 **FAILURE TO PROVIDE WRITTEN NOTICE OF PAID SICK LEAVE**

17 **BENEFITS VIOLATION OF LABOR CODE SECTION 246**

18 93. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
19 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
20 days from the commencement of employment with paid sick days, to be accrued at least one
21 hour for every 30 hours worked. Pursuant to Labor Code section 246(b)(4), employers must
22 provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or
23 paid time off) in each year of the employee's employment. Further, section 246(i) provides that
24 an employer must provide an employee with written notice that sets forth the amount of paid
25 sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on
26 either the employee's itemized wage statement or in a separate written statement provided on
27 the designated pay date with the employee's wages.

28 ///

1 94. During the relevant time period, Defendants have failed to provide Plaintiff and
2 other non-party Aggrieved Employees with written notice on wage statements and/or other
3 separate written statements that listed the amount of paid sick leave (or equivalent paid leave or
4 paid time off) available to them. Defendants' ongoing and systematic failure to provide written
5 notice of sick leave benefits to Plaintiff and other non-party Aggrieved Employees violates
6 California Labor Code section 246(i).

7 95. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
8 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

9 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
10 **EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

12 96. At all relevant times herein, California's Wage Theft Prevention Act was enacted
13 to ensure that employers provide employees with basic information material to their
14 employment relationship at the time of hiring, and to ensure that employees are given written
15 and timely notice of any changes to basic information material to their employment. Codified
16 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
17 time of hiring, an employer must provide written notice to employees containing basic and
18 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
19 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
20 any rates for overtime, the regular payday designated by the employer, and any allowances
21 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
22 § 2810.5(a)(1)(A)-(C).

23 97. At all relevant times, on information and belief, Defendants failed, on a
24 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
25 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
26 (C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
27 written notice of basic information regarding their employment with Defendants is in violation
28 of California Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees

1 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
2 (k).

3 **REQUEST FOR JURY TRIAL**

4 Plaintiff requests a trial by jury.

5 **PRAYER FOR RELIEF**

6 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
7 Defendants, jointly and severally, as follows:

8 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
9 thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff reserves the right to amend
10 her prayer for relief to seek a different amount.

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

12 2. That the Court declare, adjudge, and decree that Defendants violated the
13 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
14 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
15 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
16 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
17 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
18 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
19 earned wages upon termination); 204 (by failing to timely pay all earned wages during
20 employment); 246 (by failing to provide written notice of paid sick leave or paid time off
21 available); and 2810.5 (by failing to provide written notice of information material to
22 employment);

23 3. For civil penalties pursuant to the California Labor Code, including sections 210,
24 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
25 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
26 1198, and 2810.5;

27 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
28 2699(k) to bring Defendants into compliance with the requirements of California Labor Code

1 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
2 1198, and 2810.5;

3 5. For attorneys' fees and for costs pursuant to California Labor Code section
4 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
5 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
6 1194, 1197, 1198, and 2810.5;

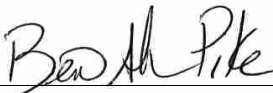
7 6. For pre-judgment interest and post-judgment interest as provided by law; and

8 7. For such other and further relief as the Court may deem equitable and
9 appropriate.

10
11 Dated: October 2, 2025

Respectfully submitted,

Capstone Law APC

12
13 By: 

14 Bevin Allen Pike
15 Daniel S. Jonathan
16 Trisha K. Monesi
17 Shealene P. Mancuso
18 Jeffrey Jimenez

Attorneys for Plaintiff Sylvia Hernandez

EXHIBIT “1”



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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



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PALO ALTO, CA 94303

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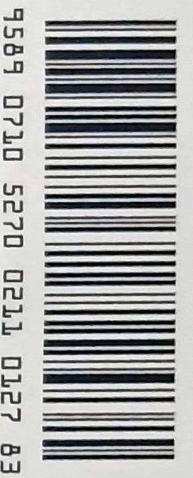
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Date: _____

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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

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POWER INDUSTRIES LLC
1000 KLEIN ROAD
PLANO, TX 75074

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C. Date of Delivery

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Service Type

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Street, \$
City, St \$
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C. Date of Delivery

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