SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

WHITNEY LOY and STEPHANIE HANSON, on behalf of themselves and all others similarly situated, Plaintiffs, v. INTEL CORPORATION, Defendant.	**Index No.:** **SUMMONS** Plaintiffs designate Suffolk County as the place of trial. The basis of this designation is by the parties' stipulation.

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon Plaintiffs' attorneys an answer to the complaint in this action within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Venue is designated pursuant to C.P.L.R. § 509 by the parties' stipulation.

Dated: April 9, 2026
New York, NY

Respectfully submitted,

/s/ Justin M. Swartz

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SUPREME COURT OF THE STATE OF NEW YORK
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WHITNEY LOY AND STEPHANIE HANSON, on behalf of themselves and all others similarly situated, Plaintiffs, -against- INTEL CORPORATION, Defendant.	**Index No.**

COMPLAINT

Plaintiffs Whitney Loy and Stephanie Hanson (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their attorneys Outten & Golden LLP and James F. Misiano P.C., complaining of the conduct of Defendant Intel Corporation ("Intel" or "Defendant"), allege as follows:

JURISDICTION & VENUE

1. This Court has jurisdiction over this action pursuant 29 U.S.C. § 216(b).

2. Defendant is subject to personal jurisdiction in New York because, among other reasons, it regularly transacts or transacted business in the State, and has committed acts within the State that have caused injury to persons and/or property within the State

3. Venue is proper pursuant to CPLR § 501 because the parties contracted to venue in this county.

THE PARTIES

Plaintiffs

Plaintiff Whitney Loy

4. Plaintiff Loy was employed by Defendant in Arizona from approximately September 2019 to February 2022.

5. Plaintiff Loy was an "employee" of Defendant within the meaning of the applicable statutes.

6. Plaintiff Loy regularly worked more than 40 hours in a workweek, but was not paid the correct overtime rate for all hours she worked over 40.

7. A written consent form signed by Plaintiff Loy is attached as **Exhibit A.**

Plaintiff Stephanie Hanson

8. Plaintiff Hanson was employed by Defendant in California from approximately September 2018 to March 2022.

9. Plaintiff Hanson was an "employee" of Defendant within the meaning of the applicable statutes.

10. Plaintiff Hanson regularly worked more than 40 hours in a workweek, but was not paid the correct overtime rate for all hours she worked over 40.

11. A written consent form signed by Plaintiff Hanson is attached as **Exhibit B.**

Defendant Intel Corporation

12. Upon information and belief, Defendant Intel is incorporated in California and headquartered in Santa Clara, California.

13. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices nationwide.

14. At all times hereinafter mentioned, Defendant was Plaintiffs' "employer" within the meaning of all applicable statutes.

15. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiffs and other Putative Class and Collective Members, including payroll and other employment practices that applied to them.

16. Plaintiffs allege that Defendant has applied the same employment policies, practices, and procedures to all Putative Class and Collective Members nationwide, including policies, practices, and procedures with respect to payment of overtime compensation.

17. Defendant's annual gross volume of business is not less than $500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

COMMON FACTUAL ALLEGATIONS

18. This lawsuit seeks to recover for claims under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, the California Labor Code ("Cal. Lab. Code") and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (collectively, the "California Wage Laws"), on behalf of Plaintiffs and similarly situated current and former non-exempt, hourly Intel employees to whom Intel granted restricted stock units ("RSUs") that vested in the period of April 10, 2021 through April 10, 2025 for employees in California (the "Class") and April 10, 2022 through April 10, 2025 for employees nationwide (the "FLSA Collective") (altogether "Hourly Employees"). Plaintiff Hanson additionally brings this action under the California Private Attorneys General Act, Cal. Lab. Code §§ 2698, et seq., on behalf of herself and other aggrieved employees.

19. As part of its regular business practice, Intel engaged in actions that violated the FLSA and California Wage Laws.

20. Throughout their employment with Intel, Plaintiffs and Hourly Employees often worked more than forty hours per workweek but were not compensated at one and one-half times their respective regular rates of pay for all hours worked over forty in each workweek.

21. When Intel pays Plaintiffs and Hourly Employees, it fails to include compensation from vested RSUs in their regular rates of pay, as required by the FLSA and California Wage Laws. As a result, Plaintiffs and Hourly Employees have been paid less than the required one-and-a-half times their properly calculated regular hourly rates, as defined in the FLSA and California Wage Laws, for all hours worked in excess of forty in a workweek, and for all hours worked in excess of eight hours in a day for Hourly Employees in California.

22. Pursuant to a common policy, pattern or practice, Intel treats Plaintiffs and Hourly Employees similarly with respect to the violations claimed and fails to pay them overtime wages at the correct rate of pay, in violation of the FLSA and California Wage Laws.

23. Intel was aware or should be aware that the FLSA and California Wage Laws require them to pay non-exempt employees an overtime premium and other wages using the correct regular rate of pay for all hours worked in excess of forty hours per workweek, and that the California Wage Laws require them to pay non-exempt employees an overtime premium and other wages using the correct regular rate of pay for all hours worked in excess of eight hours per day.

24. Intel failed to furnish the Plaintiff Hanson and the Class members with a complete and accurate itemized wage statement showing, *inter alia*, all applicable rates and the corresponding number of hours worked at each hourly rate as required by the California Wage Laws.

25. Intel failed to timely pay Plaintiff Hanson and the Class members all wages earned and unpaid during employment and at the time of separation from employment.

26. Plaintiff Hanson and the Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

FLSA COLLECTIVE ACTION CLAIMS

27. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all current and former non-exempt, hourly employees employed by Intel in the United States outside of California at any time from April 10, 2022 through April 10, 2025, and who during such time had RSUs issued by Intel vest and who elect to opt-in to this action (hereinafter referred to as the "FLSA Collective").

28. Upon information and belief, there are dozens of members of the FLSA Collective who are similarly situated to Plaintiffs and were not paid overtime compensation.

29. Plaintiffs are acting on behalf of Defendant's current and former Hourly Employees' interests as well as their own interests in bringing this action.

30. Plaintiffs and the Hourly Employees are similarly situated because they are subject to Intel's common compensation policy, pattern, or practice, including, without limitation, Intel's failure to properly calculate the regular rate of pay by not including the value of RSUs in overtime premiums, in violation of the FLSA.

31. Intel was aware or should have been aware that the law required it to pay non-exempt employees, including Plaintiffs and the Hourly Employees, an overtime premium of one and one-half times their regular rate of pay for all work-hours Intel suffered or permitted them to work in excess of 40 per workweek.

32. Upon information and belief, Plaintiffs allege that Defendant applied the same policies and practices to its Hourly Employees nationwide.

33. The FLSA Collective members are readily identifiable and locatable through the use of Defendant's records. The FLSA Collective should be notified of and allowed to opt-in to this action, pursuant to 29 U.S.C. § 216(b).

34. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to Hourly Employees who worked for Defendant nationwide.

CLASS ALLEGATIONS

35. Plaintiff Hanson brings this action to recover damages for herself and similarly situated current and former employees who worked for Defendant as Hourly Employees in California as a CPLR § 901 *et seq.* class action for Defendant's violations of the California Wage Laws regarding overtime compensation, wage statements, and timing of pay, as set forth herein.

36. The Plaintiff Hanson brings the Second through Fifth Causes of Action on her own behalf and as a class action, pursuant to CPLR § 901 *et seq.*, on behalf of the following class of persons:

> All current and former non-exempt, hourly employees employed by Defendant in California at any time from April 10, 2021 through April 10, 2025, and who during such time had RSUs issued by Intel vest (hereinafter referred to as the "Class" and the "California Class Period").

37. The persons in the Class are so numerous that joinder of all members is impracticable.

38. The Second through Fifth Causes of Action are properly maintainable as a class action under CPLR § 901 *et seq.* There are questions of law and fact common to the Class that predominate over any questions solely affecting individual members of the Class, including but not limited to:

a. whether Defendant unlawfully failed to pay the Class members all overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, 1174, 1174.5, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;

b. whether Defendant unlawfully failed to keep and furnish the Class members with timely, accurate, and itemized wage statements worked in violation of Cal. Labor Code §§ 226 and 1174;

c. whether Defendant unlawfully failed to timely pay wages due during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203, 204, and 208;

d. the nature and extent of the Class members' injuries and the appropriate measure of their damages.

39. Plaintiff Hanson will fairly and adequately protect the interests of the Class and has no interests antagonistic to the class. The Plaintiff Hanson is represented by attorneys who are experienced and competent in both class litigation and employment litigation.

40. A class is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the financial resources to vigorously prosecute a lawsuit in court against a corporate defendant. The members of the Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

41. Further, Plaintiff Hanson and Class have been equally affected by Defendant's failure to pay proper wages and other violations.

42. Plaintiff Hanson's claims are typical of those of the Class. Plaintiff Hanson and the Class members were subjected to Defendant's policies, practices, programs, procedures, protocols and plans alleged herein concerning the failure to include the value of vested RSUs in their rate over overtime pay.

43. Plaintiff Hanson has provided written notice to the California Labor and Workforce Development Agency ("LWDA") of the legal claims and theories of this case

pursuant to Cal. Lab. Code § 2699.3 on June 5, 2025 via the LWDA's PAGA Filing Portal. Plaintiff Hanson also sent the letter by certified mail to Intel. At least 65 days have passed since the filing of the letter. The LWDA has not notified Plaintiff Hanson that it intends to take any action on their claims. Therefore, Plaintiff Hanson has exhausted all administrative remedies required by PAGA prior to the filing of this action.

FIRST CAUSE OF ACTION
FLSA – Overtime Wages
29 U.S.C. §§ 201, *et seq.*
(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)

44. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

45. Plaintiffs and members of the FLSA Collective are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

46. Intel failed to pay Plaintiffs and the FLSA Collective the overtime wages to which they are entitled under the FLSA.

47. Defendant employed Plaintiffs and members of the FLSA Collective for workweeks longer than 40 hours and failed to compensate Plaintiffs properly for all of the time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of Section 7 of the FLSA, 29 U.S.C. § 207(a)(1), by failing to include the value of vested RSUs in their regular hourly rate.

48. Plaintiffs have expressed their consent to make these claims against Defendant by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

49. Because Defendant's violations of the FLSA were willful and not in good faith, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

50. As a consequence of Intel's acts, alleged above, Plaintiffs and members of the FLSA Collective have incurred damages thereby and Defendant is indebted to them in the amount of the unpaid overtime compensation, together with interest, liquidated damages, attorneys' fees, and costs in an amount to be determined at trial.

SECOND CAUSE OF ACTION
California Wage Laws – Overtime Wages
California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194
(Brought by the Plaintiff Hanson Individually and on Behalf of the Class)

51. The Plaintiff Hanson realleges and incorporates by reference all allegations in all preceding paragraphs.

52. California law requires employers, such as Defendant, to pay overtime compensation at a rate of at least one and one-half times their regular hourly rate to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

53. The Plaintiff Hanson and Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

54. Defendant employed Plaintiffs and members of the FLSA Collective for workweeks longer than 40 hours and workdays longer than 8 hours and failed to compensate them properly for all of the time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, by failing to include the value of vested RSUs in their regular hourly rate.

55. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, the Plaintiff Hanson and the Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Defendant in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

THIRD CAUSE OF ACTION
California Wage Laws – Wage Statement Violations
California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5
(Brought by the Plaintiff Hanson Individually and on Behalf of the Class)

56. The Plaintiff Hanson realleges and incorporates by reference all allegations in all preceding paragraphs.

57. Defendant failed to provide timely, accurate, itemized wage statements including, *inter alia*, all applicable rates and the corresponding number of hours worked at each hourly rate, to the Plaintiff Hanson and the Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to the California Plaintiffs and the Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendant has failed to maintain accurate records of hours worked by the California Plaintiffs and the Class members as required under Labor Code § 1174(d).

58. The California Plaintiffs and the Class members are entitled to seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including 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 exceeding an aggregate penalty of $4,000.

FOURTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 201, 202, 203, & 208
(Brought by the Plaintiff Hanson Individually and on Behalf of the Class)

59. The Plaintiff Hanson realleges and incorporates by reference all allegations in all preceding paragraphs.

60. California Labor Code §§ 201 and 202 require Defendant to pay their employees all wages due upon termination within the time specified by law. California Labor Code § 203

provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days of wages.

61. The Plaintiff Hanson and all Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

62. More than 30 days have passed since the Plaintiff Hanson and certain Class members left Defendant's employ.

63. Plaintiff Hanson, on behalf of herself and the Class members, seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

64. During the relevant period, Defendant failed to pay the California Plaintiffs and Class members their overtime wages earned in a timely manner, in violation of California Labor Code § 204.

65. The Plaintiff Hanson, on behalf of herself and the Class members, seek waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION
California Wage Laws – Unfair Competition
Cal. Bus. & Prof. Code §§ 17200, *et seq*.
(Brought by Plaintiff Hanson Individually and on Behalf of the Class)

66. The Plaintiff Hanson realleges and incorporates by reference all allegations in all preceding paragraphs.

67. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

68. Beginning at a date unknown to the Plaintiff Hanson, but at least as long ago as four years prior to the filing of this action, Defendant committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts described herein. Defendant's conduct as alleged herein has injured the Plaintiff Hanson and the Class members by denying them earned wages, and therefore was injurious to them.

69. Defendant engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
b. Cal. Lab. Code §§ 510, 1194, 1198;
c. Cal. Lab. Code §§ 226.7, 512, 516, and 246;
d. Cal. Lab. Code § 226;
e. Cal. Lab. Code § 1174;
f. Cal. Lab. Code §§ 201, 202, 203; and
g. Cal. Lab. Code § 204.

70. Defendant's course of conduct and acts in violation of the California Wage Laws mentioned in the above paragraph each constitute a separate and independent violation of the UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

71. The unlawful and unfair business practices and acts of Defendant, described above, have injured the Plaintiff Hanson and the Class members in that they were not paid overtime wages.

72. Plaintiff Hanson, individually and on behalf of the Class, seeks recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and Cal. Lab. Code §§ 218, 218.5, and 1194.

73. Plaintiff Hanson, individually and on behalf of the Class, seeks restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day.

SIXTH CAUSE OF ACTION
California Wage Laws – Private Attorneys General Act ("PAGA")
Cal. Lab. Code §§ 2698, *et seq*.
(Brought by the Plaintiff Hanson Individually and on Behalf of Aggrieved Employees)

74. The Plaintiff Hanson realleges and incorporates by reference all allegations in all preceding paragraphs.

75. The foregoing conduct, as alleged, violates the Private Attorneys General Act. PAGA authorizes the Plaintiff Hanson to recover civil penalties that otherwise would have been "assessed and collected by the Labor and Workforce Development Agency" for violations of the California Labor Code through a "civil action brought by an aggrieved employee on behalf of the employee and other current or former employees." Cal. Lab. Code § 2699(a).

76. Plaintiff Hanson seeks to recover, on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

77. Plaintiff Hanson has satisfied the requirements for bringing a civil action under PAGA as set forth in Cal. Lab. Code § 2699.3.

78. In a letter submitted via the PAGA Filing Portal on June 5, 2025, Plaintiff Hanson provided notice to the LWDA of his intent to seek penalties under PAGA on behalf of California non-exempt employees to whom Defendant failed to pay proper overtime compensation for all hours worked over 40 in a workweek and/or over 8 hours in a workday in violation of Cal. Lab.

Code § 510 and the applicable Wage Orders. Additionally, Plaintiff Hanson alleged that Defendant violated California law by: (1) failing to pay other compensation derived from the regular rate of pay as required by Cal. Lab. Code §§ 226.7, 512, 516, and 246; (2) failing to pay timely wages during employment and upon separation as required by Cal. Lab. Code §§ 201, 202, 203, 204, and 208; and (3) failing to provide legally compliant wage statements and maintain accurate wage records as required by Cal. Lab. Code §§ 226 and 1174.

79. A copy of the letter transmitted to the LWDA is attached hereto as **Exhibit C**. A confirmation of online submission is attached hereto as **Exhibit D**.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of other similarly situated persons, seek the following relief:

A. Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of their right to join this action pursuant to 29 U.S.C. § 216(b);

B. Certification of this action as a class action on behalf of the Class;

C. Designation of Plaintiff Hanson as representatives of the Class she seeks to represent;

D. Designation of Plaintiffs' counsel of record as Class Counsel;

E. An award of damages, liquidated damages, treble damages, and restitution to be paid by Defendant, according to proof;

F. Appropriate statutory penalties and statutory damages;

G. Appropriate equitable relief to remedy violations;

H. Reasonable service awards to compensate Plaintiffs for the time they have spent and will spend attempting to recover wages for the FLSA Collective and/or the Class, and for the risks they took in doing so;

I. Attorneys' fees and costs of suit;

J. Prejudgment and post-judgment interest as provided by law; and

K. Such other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiffs demand a trial by jury on all issues so triable.

Dated: April 9, 2026
New York, New York

Respectfully submitted,

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