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Superior Court of California
County of Sonoma
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By: Angelina Burningham, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

HECTOR CASTANON, 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.

ENPHASE ENERGY, INC., a
Delaware corporation; ENPHASE
SERVICE COMPANY, LLC, a
California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV07437

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

1 Plaintiff Hector Castanon, 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
9 of 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
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 2, 2024, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

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

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

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ or employed persons
3 within the County of Sonoma and have violated the requirements of the California Labor Code
4 and applicable IWC Wage Order in this county which give rise to the penalties sought in this
5 action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of
6 the California Labor Code and applicable IWC Wage Order in at least one location within the
7 County of Sonoma, including Defendants' facility located in Petaluma (201 1st Street
8 Petaluma, California 94952-4288). Pursuant to California Civil Code of Procedure section
9 393, venue is proper for the recovery of a penalty imposed by statute in the county in which
10 the cause, or some part of the cause, arose. Because Defendants have employees in Sonoma
11 County, and Plaintiff could bring an action filed under PAGA in any county in which an
12 aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood*
13 *Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

14 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
15 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private
16 attorneys general their current or former employers for various civil penalties for violations of
17 various provisions in the California Labor Code.

18 THE PARTIES

19 6. Plaintiff Hector Castanon is a resident of Stockton, in San Joaquin County,
20 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
21 approximately June 2022 to May 2024. Plaintiff worked for Defendants as a Field Service
22 Technician at Defendants' location in Fremont, California. During his employment, Plaintiff
23 typically worked ten (10) hours or more per day, and six (6) days or more per week. At the
24 time his employment ended, Plaintiff was compensated approximately \$41.10 per hour. His
25 job duties included, without limitation, troubleshooting and servicing home battery backup
26 issues, replacing equipment, coordinating customer site visits, and completing maintenance
27 reports.

28 7. On information and belief, Defendants required some employees, including

1 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
2 employment. On further information and belief, Defendants' arbitration agreement was and is
3 both procedurally and substantively unconscionable. Specifically, Defendants presented
4 employees with a Mutual Arbitration Agreement ("Arbitration Agreement") during the
5 onboarding process or during their employment, which had to be reviewed and acknowledged
6 immediately. Specifically, the Mutual Arbitration Agreement was one of several documents
7 presented to new employees for signature during the orientation process, including an
8 Employee Invention Assignment and Confidentiality Agreement, Injury and Illness Prevention
9 Form, Policy Against Harassment, and US Employee Handbook, among other documents.
10 Also, employees did not have a meaningful opportunity to negotiate the terms of the Mutual
11 Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on
12 a take-it or leave-it basis at the time they were hired or during their employment. Further,
13 Defendants did not set forth in the Arbitration Agreement or otherwise provide employees
14 with the rules which will govern the arbitration, instead forcing employees to seek this
15 information out on their own.

16 8. ENPHASE ENERGY, INC. was and is, upon information and belief, a
17 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
18 are engaged throughout this county and the State of California.

19 9. ENPHASE SERVICE COMPANY, LLC was and is, upon information and
20 belief, a California limited liability company, and at all times hereinafter mentioned, an
21 employer whose employees are engaged throughout this county and the State of California.

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

26 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of ENPHASE ENERGY, INC. and/or
28 ENPHASE SERVICE COMPANY, LLC at all relevant times.

1 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
2 acts and omissions alleged herein was performed by, or is attributable to, ENPHASE
3 ENERGY, INC.; ENPHASE SERVICE COMPANY, LLC; and/or DOES 1 through 10
4 (collectively, “Defendants” or “ENPHASE ENERGY”), each acting as the agent, employee,
5 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
6 and was acting within the course and scope of such agency, employment, joint venture, or
7 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
8 Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

16 15. Under California law, Defendants are jointly and severally liable as employers
17 for the violations alleged herein because they have each exercised sufficient control over the
18 wages, hours, working conditions, and employment status of Plaintiff and other non-party
19 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
20 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
21 of employment, determined their rate of pay, and maintained their employment records.
22 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
23 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
24 common-law employment relationship. As joint employers of Plaintiff and other non-party
25 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
26 available to Plaintiff and other non-party Aggrieved Employees under the law.

27 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
28 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other

1 non-party Aggrieved Employees because Defendants have:

- 2 (a) jointly exercised meaningful control over the work performed by
- 3 Plaintiff and other non-party Aggrieved Employees;
- 4 (b) jointly exercised meaningful control over Plaintiff's and other non-party
- 5 Aggrieved Employees' wages, hours, and working conditions, including
- 6 the quantity, quality standards, speed, scheduling, and operative details
- 7 of the tasks performed by Plaintiff and other non-party Aggrieved
- 8 Employees;
- 9 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
- 10 perform work which is an integral part of Defendants' businesses; and
- 11 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
- 12 Employees as a matter of economic reality in that Plaintiff and other
- 13 non-party Aggrieved Employees were dependent on Defendants, who
- 14 shared the power to set the wages of Plaintiff and other non-party
- 15 Aggrieved Employees and determined their working conditions, and
- 16 who jointly reaped the benefits from the underpayment of their wages
- 17 and noncompliance with other statutory provisions governing their
- 18 employment.

19 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
20 there has existed a unity of interest and ownership between Defendants such that any
21 individuality and separateness between the entities has ceased.

22 18. ENPHASE ENERGY, INC.; ENPHASE SERVICE COMPANY, LLC; and/or
23 DOES 1 through 10 are therefore alter egos of each other.

24 19. Adherence to the fiction of the separate existence of Defendants would permit
25 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
26 from liability for the wrongful acts committed by them under the name ENPHASE ENERGY.

27 20. Plaintiff further alleges, upon information and belief, that Defendants
28 ENPHASE ENERGY, INC. and/or ENPHASE SERVICE COMPANY, LLC are alter egos of

each other for the following reasons:

- (a) According to ENPHASE ENERGY, INC.'s SEC Form 10-K filing¹, ENPHASE SERVICE COMPANY, LLC is a subsidiary of ENPHASE ENERGY, INC.;
- (b) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), ENPHASE ENERGY, INC. and ENPHASE SERVICE COMPANY, LLC have the same principal address and mailing address, "47281 BAYSIDE PARKWAY, FREMONT, CA 94538";
- (c) According to their most recent "Statement of Information" forms filed with the California Secretary of State, ENPHASE ENERGY, INC. and ENPHASE SERVICE COMPANY, LLC share the same managers or members, officers, and/or directors, including, but not limited to Mandy Yang, who serves as Chief Financial Officer for ENPHASE ENERGY, INC., and as Manager or Member of ENPHASE SERVICE COMPANY, LLC;
- (d) On the California Secretary of State's website, ENPHASE ENERGY, INC. and ENPHASE SERVICE COMPANY, LLC share the same agent for service of process, CSC - LAWYERS INCORPORATING SERVICE; and
- (e) On information and belief, ENPHASE ENERGY, INC. and ENPHASE SERVICE COMPANY, LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

21. Defendants are a global energy technology company and a leading supplier of microinverter-based solar and battery systems, with two (2) locations in California. Upon

¹ 10-K Annual Report 02/09/2024, "SEC Filings | Enphase Energy, Inc.," <https://investor.enphase.com/sec-filings> (last accessed Dec. 4, 2024).

1 information and belief, Defendants maintain a single, centralized Human Resources (HR)
2 department at their corporate headquarters in Fremont, California, for all non-exempt, hourly
3 paid employees working for Defendants in California, which is responsible for the recruiting
4 and hiring of new employees, and communicating and implementing Defendants' company-
5 wide policies, including timekeeping policies and meal and rest period policies, to employees
6 throughout California.

7 22. In particular, Plaintiff and other non-party Aggrieved Employees, on
8 information and belief, received the same standardized documents and/or written policies.
9 Upon information and belief, the usage of standardized documents and/or written policies,
10 including new-hire documents, indicate that Defendants dictated policies at the corporate level
11 and implemented them company-wide, regardless of their employees' assigned locations or
12 positions. Upon information and belief, Defendants set forth uniform policies and procedures
13 in several documents provided at an employee's time of hire.

14 23. Upon information and belief, Defendants maintain a centralized Payroll
15 department at their corporate headquarters in Fremont, California, which processes payroll for
16 all non-exempt, hourly paid employees working for Defendants at their various locations and
17 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
18 upon information and belief, Defendants issue the same formatted wage statements to all non-
19 exempt, hourly paid employees in California, irrespective of their work locations. Upon
20 information and belief, Defendants process payroll for departing employees in the same
21 manner throughout the State of California, regardless of the manner in which each employee's
22 employment ends.

23 24. Defendants continue to employ non-exempt or hourly paid employees in
24 California.

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

1 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
2 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
3 were not recorded.

4 27. 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 receive certain wages for overtime compensation and that they were not receiving certain
7 wages for overtime compensation.

8 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or
11 meal, rest, and recovery period premiums, that included as eligible income all remuneration
12 required by law, including but not limited to, all income derived from incentive pay,
13 nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms
14 of remuneration in calculating the regular rate of pay for Plaintiff and other non-party
15 Aggrieved Employees.

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

22 30. 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 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
25 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
26 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
27 other non-party Aggrieved Employees were not provided with all meal periods or payment of
28 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,

uninterrupted, thirty (30) minute meal period.

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

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to recovery periods in accordance with the California Labor Code and applicable General Industry Safety (“GIS”) Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant recovery period and that Plaintiff and other non-party Aggrieved Employees were not provided with compliant recovery periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant recovery period.

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

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

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 timely payment of wages during their employment. In violation of the California Labor Code,
2 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
3 including, but not limited to, overtime wages; minimum wages; meal, rest, and recovery
4 period premiums; and/or sick leave pay, within permissible time periods.

5 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 timely payment of all wages earned upon termination of employment. In violation of the
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
9 payment of all wages due, including, but not limited to, overtime wages; minimum wages;
10 meal, rest, and recovery period premiums; and/or sick leave pay, within permissible time
11 periods.

12 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
15 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
16 compensation. In violation of the California Labor Code, Defendants failed to include all
17 forms of remuneration in calculating the regular rate of pay for sick leave pay.

18 38. 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 one day's rest in seven. In violation of the California Labor Code, Defendants required
21 Plaintiff and other non-party Aggrieved Employees to work more than six consecutive days
22 without a day of rest, where the total hours worked exceeded 30 hours in any week or six
23 hours in any one day thereof.

24 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 receive reimbursement for all business-related expenses and costs they incurred during the
27 course and scope of their employment and that they did not receive reimbursement of
28 applicable business-related expenses and costs incurred.

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

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

12 42. At all times herein set forth, PAGA provides that any provision of law under
13 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
14 assessed and collected by the LWDA for violations of the California Labor Code and
15 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
16 civil action brought on behalf of themselves and other current or former employees pursuant
17 to procedures outlined in California Labor Code section 2699.3.

18 43. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
19 "any person who was employed by the alleged violator and personally suffered each of the
20 violations alleged each of the violations alleged."

21 44. Plaintiff and other current and former employees of Defendants are "aggrieved
22 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
23 current or former employees and each of the alleged violations were committed against them.

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

- 27 (a) The aggrieved employee shall give written notice by online filing
28 (hereinafter "Employee's Notice") to the LWDA and by certified mail

1 to the employer of the specific provisions of the California Labor Code
2 alleged to have been violated, including the facts and theories to support
3 the alleged violations.

4 (b) An aggrieved employee's notice filed with the LWDA pursuant to
5 2699.3(a) and any employer response to that notice shall be
6 accompanied by a filing fee of seventy-five dollars (\$75).

7 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
8 employer and the aggrieved employee by certified mail that it does not
9 intend to investigate the alleged violation within sixty (60) calendar
10 days of the postmark date of the Employee's Notice. Upon receipt of
11 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
12 five (65) calendar days of the postmark date of the Employee's Notice,
13 the aggrieved employee may commence a civil action pursuant to
14 California Labor Code section 2699 to recover civil penalties in addition
15 to any other penalties to which the employee may be entitled.

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

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

25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(c) and any employer response to that notice shall be
27 accompanied by a filing fee of seventy-five dollars (\$75).

28 (c) The employer may cure the alleged violation within thirty-three (33)

1 calendar days of the postmark date of the notice. The employer shall
2 give written notice by certified mail within that period of time to the
3 aggrieved employee or representative and the agency if the alleged
4 violation is cured, including a description of actions taken, and no civil
5 action pursuant to Section 2699 may commence. If the alleged violation
6 is not cured within the 33-day period, the employee may commence a
7 civil action pursuant to Section 2699.

8 47. On October 2, 2024, Plaintiff provided written notice by online filing to the
9 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
10 Code alleged to have been violated, including facts and theories to support the alleged
11 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
12 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
13 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
14 Plaintiff PAGA Case Number LWDA-CM-1054135-24. A true and correct copy of Plaintiff's
15 written notice to the LWDA and Defendants are attached hereto as "**Exhibit 1.**"

16 48. As of the filing date of this complaint, over 65 days have passed since Plaintiff
17 sent the written notice described above, and the LWDA has not responded that it intends to
18 investigate Plaintiff's claims, and Defendants have not cured the violations.

19 49. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
21 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
22 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

23 50. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid” Labor
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
3 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
4 as a private attorney general, seeks assessment and collection of civil penalties under Labor
5 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
6 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
7 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
8 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
9 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
10 applicable IWC Wage Order.

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

15 52. As set forth below, Defendants have violated numerous provisions of both the
16 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
17 Order.

18 53. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
19 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the
20 public interest as a private attorney general, seeks assessment and collection of civil penalties
21 and injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
22 California against Defendants for violations of California Labor Code sections 201, 202, 204,
23 226(a), 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and
24 2810.5.

25 **FIRST CAUSE OF ACTION**

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

27 **(Against all Defendants)**

28 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 55. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
3 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
4 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 551, 552,
5 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including
6 Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in
7 section 2699.5, including sections 226(a), 226.7, 246, 510, 512(a), 516, 1182.12, 1194, 1197,
8 2802, and 2810.5.

9 56. Defendants’ conduct, as alleged herein, violates numerous sections of the
10 California Labor Code, including, but not limited to, the following:

- 11 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
12 Wage Order for Defendants’ failure to compensate Plaintiff and other
13 non-party Aggrieved Employees with all required overtime pay, as set
14 forth below;
- 15 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
16 applicable IWC Wage Order for Defendants’ failure to include all forms
17 of remuneration in the regular rate of pay as required by law for
18 purposes of paying overtime wages and/or meal, rest, and recovery
19 period premiums to Plaintiff and other non-party Aggrieved Employees,
20 as set forth below.
- 21 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
22 the applicable IWC Wage Order for Defendants’ failure to compensate
23 Plaintiff and other non-party Aggrieved Employees with at least
24 minimum wages for all hours worked, as set forth below;
- 25 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
26 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
27 and other non-party Aggrieved Employees with meal periods, as set
28 forth below;

- 1 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to authorize and
3 permit Plaintiff and other non-party Aggrieved Employees to take rest
4 periods, as set forth below;
- 5 (f) Violation of Labor Code sections 226.7, 516, and 1198, and the
6 applicable GIS Order for Defendants' for failure to provide heat
7 recovery periods to Plaintiff and other non-party Aggrieved Employees,
8 as set forth below;
- 9 (g) 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 (h) 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 (i) Violation of Labor Code sections 204 for failure to pay all earned wages
17 during employment, as set forth below;
- 18 (j) Violation of Labor Code sections 201 and 202 for failure to pay all
19 earned wages upon termination, as set forth below;
- 20 (k) Violation of Labor Code sections 246 for failure to properly calculate
21 the sick leave rate paid to Plaintiff and other non-party Aggrieved
22 Employees, as set forth below;
- 23 (l) Violation of Labor Code sections 551 and 552 for failure to provide one
24 day's rest in seven to Plaintiff and other non-party Aggrieved
25 Employees, as set forth below;
- 26 (m) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
27 and other non-party Aggrieved Employees for all business expenses
28 necessarily incurred, as set forth below; and

(n) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other non-party Aggrieved Employees' employment with Defendants, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

57. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

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

59. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

60. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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.

61. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the

seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

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

63. First, Defendants had, and continue to have, a company-wide policy and/or practice discouraging and/or impeding Plaintiff and other non-party Aggrieved Employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in Defendants' policy, "[i]t is the policy of Enphase that non-exempt staff may work overtime only with prior supervisory approval." This policy of limiting overtime led Plaintiff and other non-party Aggrieved Employees to perform work off-the-clock after their scheduled shifts. For example, Defendants required Plaintiff and other non-party Aggrieved Employees to attend meetings after their shifts, which could last up to two (2) hours. As a further example, Plaintiff had to attend to work-related emergencies after he had already clocked out from his shifts. These emergencies sometimes required him to log into the work system remotely and provide instructions to Defendants' management on how to resolve the issue. These emergencies occurred up to twice per week and took anywhere from 15 minutes to a few hours to address. Thus, Plaintiff and other non-party Aggrieved Employees were subject to Defendants' control after their shifts, time for which they were not paid.

64. Second, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their jobsites while assigning heavy workloads. Defendants' policy and/or practice resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage, and thus, Plaintiff

1 and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute
2 meal periods during shifts when they were entitled to receive a meal period. This practice,
3 coupled with a policy and/or practice of failing to schedule meal periods, further caused
4 Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for
5 compliant meal periods. For example, Plaintiff and other non-party Aggrieved Employees
6 consistently worked through their meal periods due to the heavy workload and lack of
7 coverage.

8 65. Further, on information and belief, because Defendants frowned upon
9 employees accruing meal period penalties, Defendants' management pressured Plaintiff and
10 other non-party Aggrieved Employees to record compliant meal periods, regardless of whether
11 they had received a compliant meal period or not, in order to strictly limit the meal penalties
12 that Defendants would otherwise owe. Thus, Defendants did not record all hours worked
13 during meal periods, and Plaintiff and other non-party Aggrieved Employees performed work
14 during meal periods for which they were not paid.

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

23 67. Moreover, Defendants did not pay Plaintiff and other non-party Aggrieved
24 Employees the correct overtime rate for the recorded overtime hours that they generated. In
25 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
26 Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
27 However, in violation of the California Labor Code, Defendants failed to incorporate all
28 compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of

1 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
2 overtime wage rates. Therefore, during times when Plaintiff and other non-party Aggrieved
3 Employees worked overtime and received these other forms of pay, Defendants failed to pay
4 all overtime wages by paying a lower overtime rate than required.

5 68. For example, Defendants paid Plaintiff and other non-party Aggrieved
6 Employees incentive pay and/or bonuses which were listed on Plaintiff's and other non-party
7 Aggrieved Employees' wage statements as "QTR BONUS." During pay periods that Plaintiff
8 and other non-party Aggrieved Employees were paid overtime wages, Defendants did not
9 incorporate the incentive pay and/or bonuses into Plaintiff's and other non-party Aggrieved
10 Employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay
11 for overtime hours worked. Specifically, Defendants paid Plaintiff and other non-party
12 Aggrieved Employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate
13 of pay. Defendants' failure to properly calculate the overtime rates of pay based on all
14 remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and other
15 non-party Aggrieved Employees on a company-wide basis.

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

21 **FAILURE TO PAY MINIMUM WAGES**

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

23 70. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
24 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
25 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
26 IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control
27 of an employer, and includes all the time the employee is suffered or permitted to work,
28 whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours

1 Worked”).

2 71. First, as set forth above, as a result of Defendants’ policy of limiting the
3 amount of overtime employees could accrue, Defendants required Plaintiff and other non-
4 party Aggrieved Employees to perform work-related tasks while off-the-clock after their
5 shifts, including attending meetings and addressing work-related emergencies. Defendants
6 failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-
7 the-clock, and Plaintiff and other non-party Aggrieved Employees received no compensation
8 for this time.

9 72. Second, as stated above, due to Defendants’ policies and/or practices of
10 understaffing their jobsites while assigning heavy workloads and failing to schedule meal
11 periods, Plaintiff and other non-party Aggrieved Employees were impeded from taking all
12 uninterrupted meal periods to which they were entitled and were required to work off-the-
13 clock during meal periods, have their meal periods interrupted, and/or were otherwise not
14 relieved of all duties during unpaid meal periods.

15 73. Moreover, as stated, in order to prevent employees from accruing meal period
16 penalties, upon information and belief, Defendants’ management pressured Plaintiff and other
17 non-party Aggrieved Employees to record compliant meal periods, even when meal periods
18 were missed, short, and/or interrupted. Thus, Defendants failed to pay Plaintiff and other non-
19 party Aggrieved Employees for actual hours worked during unpaid meal periods because these
20 hours were not always correctly recorded.

21 74. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
22 and other non-party Aggrieved Employees. Also, to the extent that these off-the-clock hours
23 did not qualify for overtime premium payment, Defendants did not pay at least minimum
24 wages for those hours worked off-the-clock in violation of California Labor Code sections
25 1182.12, 1194, 1197, and 1198.

26 75. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
27 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
28 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil

1 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

2 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

3 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

4 76. 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 non-party Aggrieved Employees' employment by Defendants.

7 77. 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
11 not more than six (6) hours, the meal period may be waived by mutual consent of both the
12 employer and the employee. Under California law, first meal periods must start after no more
13 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

14 78. 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 79. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
18 and the applicable IWC Wage Order also require employers to provide a second meal period
19 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
20 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
21 total hours worked is no more than twelve (12) hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived.

24 80. During the relevant time period, as set forth above, Defendants had, and
25 continue to have, a company-wide policy and/or practice of understaffing, which, combined
26 with the assignment of heavy workloads and failure to schedule meal periods, has resulted in a
27 lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved
28 Employees from taking all timely, uninterrupted meal periods to which they were entitled. As

1 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
2 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
3 time before taking meal periods. For example, Plaintiff had to forgo his meal periods entirely
4 throughout his employment.

5 81. Further, as stated, on information and belief, because Defendants frowned upon
6 employees accruing meal period penalties, Defendants' management pressured Plaintiff and
7 other non-party Aggrieved Employees to record compliant meal periods, even when they did
8 not receive a compliant meal period, in order to strictly limit the meal penalties that
9 Defendants would otherwise owe.

10 82. Moreover, Defendants did not provide Plaintiff and other non-party Aggrieved
11 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
12 hours in one day. During his employment, Plaintiff worked shifts in excess of ten (10) or
13 more hours per day but was not provided a second 30-minute meal period. Plaintiff and other
14 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
15 entitled to meal periods and were not relieved of all duties.

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

22 84. Moreover, Defendants engaged in a company-wide practice and/or policy of
23 not paying all meal period premiums owed when compliant meal periods are not provided.
24 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
25 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
26 to the extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees for
27 missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and other non-
28 party Aggrieved Employees at the correct rate of pay for premiums because Defendants

1 systematically failed to include all forms of compensation, such as incentive pay,
2 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

3 85. Defendants' conduct violates the applicable IWC Wage Order, and California
4 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (k).

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

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

12 87. At all relevant times, the applicable IWC Wage Order provides that "[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period" and that the "rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof" unless the total daily work time is less than three and one-half
17 (3 ½) hours.

18 88. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any rest period mandated by an applicable
20 order of the California IWC. To comply with its obligation to authorize and permit rest
21 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
22 employer must "relinquish any control over how employees spend their break time, and
23 relieve their employees of all duties—including the obligation that an employee remain on
24 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
25 *Inc.*, 2 Cal. 5th 257, 273 (2016).

26 89. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
28 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a

1 required rest period was not authorized and permitted.

2 90. During the relevant time period, Defendants regularly failed to authorize and
3 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
4 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
5 Defendants' company-wide practices, including understaffing and assigning heavy workloads,
6 resulted in a lack of rest period coverage and prevented Plaintiff and other non-party
7 Aggrieved Employees from being relieved of all duty in order to take compliant rest periods.
8 Defendants also failed to schedule rest periods, which, coupled with Defendants' failure to
9 provide adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved
10 Employees not being authorized and permitted to take rest periods.

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

19 92. As a result of Defendants' practices and policies, Plaintiff and other non-party
20 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
21 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
22 were entitled. For example, throughout his employment, Plaintiff had to forgo his rest periods
23 entirely due to the heavy workload.

24 93. Defendants have also engaged in a company-wide practice and/or policy of not
25 paying rest period premiums owed when compliant rest periods are not authorized and
26 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
27 Employees have not received premium pay for all missed rest periods. Alternatively, to the
28 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)

1 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
2 other non-party Aggrieved Employees at the correct rate of pay for premiums because
3 Defendants failed to include all forms of compensation, such as incentive pay,
4 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

5 94. Defendants' conduct violates the applicable IWC Wage Order and California
6 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
8 558 and/or 2699(a), (f), and (k).

9 **FAILURE TO PROVIDE HEAT RECOVERY PERIODS**
10 **VIOLATION OF LABOR CODE §§ 226.7, 516, AND 1198, AND CALIFORNIA**
11 **CODE OF REGULATIONS TITLE 8, SECTION 3395**

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

15 96. At all relevant times, California Labor Code section 226.7(a) defines "recovery
16 period" to mean a cooldown period afforded an employee to prevent heat illness. California
17 Labor Code section 226.7 provides that no employer shall require an employee to work during
18 any recovery period mandated by an applicable order of the California IWC, the Occupational
19 Safety and Health Standards Board, or the Division of Occupational Safety and Health. The
20 applicable GIS Order provides that "[e]mployees shall have access to potable drinking water
21 . . . located as close as practicable to the areas where employees are working." Cal. Code of
22 Reg., Title 8, § 3395(c). The applicable GIS Order further provides that "[w]hen the outdoor
23 temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and
24 maintain one or more areas with shade at all times while employees are present that are either
25 open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8,
26 § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to
27 accommodate the number of employees on recovery or rest periods, so that they can sit in a
28 normal posture fully in the shade without having to be in physical contact with each other."

1 *Id.* “Employees shall be allowed and encouraged to take a preventative cool-down rest in the
2 shade when they feel the need to do so to protect themselves from overheating. Such access
3 to shade shall be permitted at all times.” *Id.*

4 97. During the relevant time period, Defendants violated California Labor Code
5 section 226.7 and California Code of Regulations, Title 8, section 3395(d), because
6 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with
7 recovery periods. For example, Plaintiff worked outdoors in high temperatures and was not
8 provided an adequate shaded area for recovery near his work areas, and was not permitted to
9 take recovery periods in a shaded area while working at various jobsites due to a heavy
10 workload and Defendants’ expectations.

11 98. Defendants also have engaged in a company-wide practice and/or policy of not
12 paying all recovery period premiums owed when compliant recovery periods are not provided.
13 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
14 have not received premium pay for missed recovery periods. Alternatively, to the extent that
15 Defendants did pay Plaintiff and other non-party Aggrieved Employees for missed recovery
16 periods, Defendants did not pay Plaintiff and other non-party Aggrieved Employees at the
17 correct rate of pay, because Defendants systematically failed to include all compensation, such
18 as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
19 rate of pay.

20 99. Defendants’ conduct violates California Labor Code sections 226.7, 516, and
21 1198, and California Code of Regulations, Title 8, section 3395. Plaintiff and other non-party
22 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code
23 sections 558 and/or 2699(a), (f), and (k).

24 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
25 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

26 100. At all relevant times herein, California Labor Code section 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate and complete itemized
28 wage statement in writing, including, but not limited to, the name and address of the legal

entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

101. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party 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; meal, rest, and recovery period premiums; and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

102. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party 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).

103. Furthermore, because Defendants did not calculate Plaintiff's and other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages; meal, rest, and recovery period premiums; and/or paid sick leave, Defendants did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages; meal, rest, and recovery period premiums; and paid sick leave, in

1 violation of section 226(a)(9).

2 104. The wage statement deficiencies also include, among other things, failing to list
3 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
4 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
5 for which aggrieved employees were paid; failing to list the name of the employee and only
6 the last four digits of his or her social security number or an employee identification number
7 other than a social security number; failing to list the name and address of the legal entity that
8 is the employer; and/or failing to state all hours worked as a result of not recording or stating
9 hours worked off-the-clock.

10 105. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
13 plants or establishments at which employees are employed, payroll records showing the hours
14 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
15 applicable piece rate paid to, employees employed at the respective plants or
16 establishments” Labor Code section 1174.5 provides that employers are subject to a
17 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
18 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
19 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
20 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
21 as a result of failing to record the off-the-clock hours that they worked.

22 106. California Labor Code section 1198 provides that the maximum hours of work
23 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
24 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
25 employment of any employees for longer hours than those fixed by the order or under
26 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
27 Wage Order, employers are required to keep accurate time records showing when the
28 employee begins and ends each work period and meal period. During the relevant time

1 period, Defendants engaged in company-wide practices and/or policies of failing to record
2 actual hours worked, and thereby failed to keep accurate records of work period start and end
3 times for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
4 Furthermore, in light of Defendants' failure to provide Plaintiff and other non-party Aggrieved
5 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
6 no records of meal start and end times for second meal periods.

7 107. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
8 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
9 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

10 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 204**

12 108. At all relevant times herein set forth, California Labor Code section 204
13 requires that all wages earned by any person in any employment between the 1st and the 15th
14 days, inclusive, of any calendar month, other than those wages due upon termination of an
15 employee, are due and payable between the 16th and the 26th day of the month during which
16 the labor was performed. Labor Code section 204 further provides that all wages earned by
17 any person in any employment between the 16th and the last day, inclusive, of any calendar
18 month, other than those wages due upon termination of an employee, are due and payable
19 between the 1st and the 10th day of the following month.

20 109. At all relevant times herein, California Labor Code section 204 also requires
21 that all wages earned for labor in excess of the normal work period shall be paid no later than
22 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
23 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
24 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
25 more than seven (7) calendar days following the close of the payroll period.

26 110. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 other non-party Aggrieved Employees all wages due to them including, but not limited to,
28 overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or sick leave

1 pay, within any time period specified by California Labor Code section 204.

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

4 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

13 113. On information and belief, Defendants have a company-wide practice and/or
14 policy of paying departing employees their final wages on the next regular pay cycle, instead
15 of adhering to the time requirements set forth in Labor Code sections 201 and 202. For
16 example, Plaintiff was terminated on May 29, 2024; however, Defendants did not provide
17 Plaintiff with his final wages until sometime after June 3, 2024. Thus, Defendants failed to
18 pay Plaintiff and other non-party Aggrieved Employees their final wages immediately, in
19 violation of California Labor Code section 201.

20 114. In addition, Defendants willfully failed to pay Plaintiff and other non-party
21 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid
22 wages set forth above, including but not limited to, overtime wages; minimum wages; meal,
23 rest and recovery period premiums; and/or sick leave pay, either at the time of discharge, or
24 within seventy-two (72) hours of their leaving Defendants' employ.

25 115. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
26 who are no longer employed by Defendants their wages earned and unpaid at the time of
27 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
28 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are

1 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
2 2699(a), (f), and (k).

3 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY**

4 **VIOLATION OF LABOR CODE SECTION 246**

5 116. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
6 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
7 days from the commencement of employment with paid sick days, to be accrued at least one
8 hour for every 30 hours worked. California Labor Code section 246(b)(4) requires that
9 employers must provide no less than 40 hours or five (5) days of paid sick leave (or equivalent
10 paid leave or paid time off) in each year of the employee's employment. California Labor
11 Code section 246(l) provides that an employer shall calculate paid sick leave by using one of
12 two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the
13 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
14 time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid
15 sick time for nonexempt employees shall be calculated by dividing the employee's total
16 wages, not including overtime premium pay, by the employee's total hours worked in the full
17 pay periods of the prior 90 days of employment."

18 117. During the relevant time period, on information and belief, Defendants did not
19 pay Plaintiff and other non-party Aggrieved Employees the correct sick leave rates of pay. In
20 addition to an hourly wage, Defendants paid Plaintiff and other non-party Aggrieved
21 Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
22 However, in violation of the California Labor Code, Defendants failed to incorporate all
23 remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation
24 of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during
25 times when Plaintiff and other non-party Aggrieved Employees took sick leave and received
26 these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower
27 sick leave pay rate than required. Specifically, Defendants paid Plaintiff and other non-party
28 Aggrieved Employees sick leave based on their hourly rate of pay instead of their regular rate

1 of pay.

2 118. Defendants' failure to properly calculate the sick leave rates of pay based on all
3 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
4 non-party Aggrieved Employees on a company-wide basis in violation of California Labor
5 Code sections 246(l).

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

8 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**

9 **VIOLATION OF LABOR CODE SECTIONS 551 and 552**

10 120. At all relevant times herein, California Labor Code section 551 provides that
11 every person employed in any occupation of labor is entitled to one day's rest in seven.
12 Additionally, California Labor Code section 552 prohibits employers from requiring
13 employees to work more than six consecutive days without a day of rest.

14 121. At all relevant times herein set forth, California Labor Code section 556
15 exempts an employer from the day-of-rest requirement when the total hours worked by an
16 employee do not exceed 30 hours in any week or six hours in any one day thereof.

17 122. During the relevant time period, on information and belief, Defendants
18 scheduled Plaintiff and other non-party Aggrieved Employees to work six (6) or more hours
19 per day and seven (7) consecutive days in a workweek. Because Plaintiff and other non-party
20 Aggrieved Employees worked over 30 hours per week and over six (6) hours per day in any
21 one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent
22 that Plaintiff and other non-party Aggrieved Employees may have signed purported waivers of
23 their right to a day's rest in seven, such waivers are invalid.

24 123. Thus, during the relevant time period, and in violation of California Labor
25 Code sections 551 and 552, Defendants caused Plaintiff and other non-party Aggrieved
26 Employees to work more than six days in seven. Plaintiff and other non-party Aggrieved
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
28 558 and/or 2699(a), (f), and (k).

1 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 124. At all times herein set forth, California Labor Code section 2802 provides that
4 an employer must reimburse employees for all necessary expenditures and losses incurred by
5 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
6 to prevent employers from passing off their cost of doing business and operating expenses on
7 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
8 (2014). The applicable wage order, IWC Wage Order No. 4-2001 provides that: “[w]hen tools
9 or equipment are required by the employer or are necessary to the performance of a job, such
10 tools and equipment shall be provided and maintained by the employer, except that an
11 employee whose wages are at least two (2) times the minimum wage provided herein may be
12 required to provide and maintain hand tools and equipment customarily required by the trade
13 or craft.”

14 125. During the relevant time period, Defendants, on a company-wide basis,
15 required that Plaintiff and other non-party Aggrieved Employees use their own personal
16 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
17 their job duties, but failed to fully reimburse them for the costs of their work-related mobile
18 device expenses. For example, Plaintiff and other non-party Aggrieved Employees were
19 required to use their personal mobile devices for work-related tasks, including responding to
20 calls from management and using the hotspot to access the internet. Although Defendants
21 required Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile
22 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
23 to fully reimburse them for these costs.

24 126. Defendants could have provided Plaintiff and other non-party Aggrieved
25 Employees with company mobile devices, or, Defendants could have reimbursed employees
26 for the costs of their mobile device usage. Instead, Defendants passed these operating costs
27 onto Plaintiff and other non-party Aggrieved Employees.

28 127. Defendants’ company-wide policy and/or practice of not reimbursing

1 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
2 and other non-party Aggrieved Employees violates California Labor Code section 2802.
3 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
4 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

5 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
6 **EMPLOYMENT**

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

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

22 129. Defendants failed to provide Plaintiff and other non-party Aggrieved
23 Employees written notice that lists the requisite information set forth in Labor Code section
24 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other non-party Aggrieved
25 Employees with written notice of basic information regarding their employment with
26 Defendants is in violation of Labor Code section 2810.5.

27 130. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
5 judgment against Defendants, jointly and severally, as follows:

6 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
7 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
8 amount.

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

10 2. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
12 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
13 (by failing to include all forms of remuneration in the regular rate of pay for purposes of
14 paying overtime wages and/or meal, rest, and recovery period premiums); 1182.12, 1194,
15 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7,
16 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to
17 authorize and permit all rest periods); 226.7, 516, and 1198 (by failing to provide all heat
18 recovery periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
19 and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during
20 employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 246
21 (by failing to properly calculate sick leave pay); 551 and 552 (by failing to provide one day's
22 rest in seven); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to
23 provide written notice of information material to employment);

24 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
25 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
26 204, 226(a), 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1,
27 1198, 2802, and 2810.5;

28 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or

2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

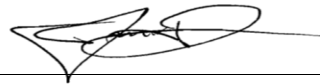
7. For such other and further relief as the Court may deem equitable and appropriate.

Dated: December 10, 2024

Respectfully submitted,

Capstone Law APC

By:



Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Hector Castanon

EXHIBIT “1”



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October 2, 2024

VIA ONLINE SUBMISSION

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

Subject: *Hector Castanon v. Enphase Energy, Inc., et al.*

Dear PAGA Administrator:

This office represents Hector Castanon in connection with his claims under the California Labor Code. Mr. Castanon was an employee of ENPHASE ENERGY, INC. and/or ENPHASE SERVICE COMPANY, LLC. For the purpose of this letter, Mr. Castanon collectively refers to these entities as “ENPHASE ENERGY.”

The employers may be contacted directly at the addresses below:

ENPHASE ENERGY, INC.
47281 BAYSIDE PARKWAY
FREMONT, CA 94538

ENPHASE SERVICE COMPANY, LLC
47281 BAYSIDE PARKWAY
FREMONT, CA 94538

Mr. Castanon 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”). Mr. Castanon seeks relief on behalf of himself, the State of California, and other persons who are or were employed by ENPHASE ENERGY as a non-exempt, hourly paid employee in California 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.

ENPHASE ENERGY employed Mr. Castanon as an hourly paid, non-exempt Field Service Technician from approximately June 2022 to May 2024. During his employment, Mr. Castanon typically worked ten (10) hours or more per day, and six (6) days or more per week. At the time Mr. Castanon’s employment with ENPHASE ENERGY ended, he earned approximately \$41.10 per hour. His job duties included, without limitation, troubleshooting and servicing solar panel issues, replacing equipment, coordinating customer site visits, and completing maintenance reports.

ENPHASE ENERGY has committed each of the following Labor Code violations against Mr. Castanon, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

ENPHASE ENERGY’s Company-Wide and Uniform Payroll and HR Practices

ENPHASE ENERGY, INC. is a Delaware corporation while ENPHASE SERVICE COMPANY, LLC is a California limited liability company. Together, they are a global energy technology company and a leading supplier of microinverter-based solar and battery systems, with two (2) locations in California. Upon information and belief, ENPHASE ENERGY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fremont, California, for all non-exempt, hourly paid employees working for ENPHASE ENERGY in California, including Mr. Castanon and other aggrieved employees. At all relevant times, ENPHASE ENERGY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Castanon and other aggrieved employees, regardless of their location or position.

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

ENPHASE ENERGY willfully failed to pay all overtime wages owed to Mr. Castanon and other aggrieved employees. During the relevant time period, Mr. Castanon and other aggrieved employees

¹ These facts, theories, and claims are based on Mr. Castanon’s experience and counsel’s review of those records currently available relating to Mr. Castanon’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, Mr. Castanon reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in 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, ENPHASE ENERGY had, and continues to have, a company-wide policy and/or practice discouraging and/or impeding Mr. Castanon and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. As stated in ENPHASE ENERGY's policy, "[i]t is the policy of Enphase that non-exempt staff may work overtime only with prior supervisory approval." This policy of limiting overtime led Mr. Castanon and other aggrieved employees to perform work off-the-clock after their scheduled shifts. For example, ENPHASE ENERGY required Mr. Castanon and other aggrieved employees to attend meetings after their shifts, which lasted up to two (2) hours. As a further example, Mr. Castanon had to attend to work emergencies after he had already clocked out from his shifts. These emergencies required him to travel to a jobsite to address the issue himself or to provide instructions to ENPHASE ENERGY's management on how to resolve the issue. These emergencies occurred up to twice per week and took anywhere from 15 minutes to a few hours to address. Thus, Mr. Castanon and other aggrieved employees were subject to ENPHASE ENERGY's control after their shifts, time for which they were not paid.

Second, during the relevant time period, ENPHASE ENERGY had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning heavy workloads. ENPHASE ENERGY's policy and/or practice resulted in a failure to provide Mr. Castanon and other aggrieved employees with adequate meal period coverage, and thus, Mr. Castanon and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. This practice, coupled with a policy and/or practice of failing to schedule meal periods, further caused Mr. Castanon and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Castanon and other aggrieved employees consistently worked through their meal periods due to the heavy workload and lack of coverage.

Further, on information and belief, because ENPHASE ENERGY frowned upon employees accruing meal period penalties, ENPHASE ENERGY's management pressured Mr. Castanon and other aggrieved employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that ENPHASE ENERGY would otherwise owe. Thus, ENPHASE ENERGY did not record all hours worked during meal periods, and Mr. Castanon and other aggrieved employees performed work during meal periods for which they were not paid.

ENPHASE ENERGY knew or should have known that as a result of these company-wide practices and/or policies, Mr. Castanon and other aggrieved employees were performing their assigned duties off-the-clock after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Castanon and other aggrieved employees 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, Mr. Castanon and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, ENPHASE ENERGY did not pay Mr. Castanon and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, ENPHASE ENERGY paid Mr. Castanon and other aggrieved employees incentive pay,

nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, ENPHASE ENERGY failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when Mr. Castanon and other aggrieved employees worked overtime and received these other forms of pay, ENPHASE ENERGY failed to pay all overtime wages by paying a lower overtime rate than required.

For example, ENPHASE ENERGY paid Mr. Castanon and other aggrieved employees incentive pay and/or bonuses which were listed on Mr. Castanon's and other aggrieved employees' wage statements as "QTR BONUS." During pay periods that Mr. Castanon and other aggrieved employees were paid overtime wages, ENPHASE ENERGY did not incorporate the incentive pay and/or bonuses into Mr. Castanon's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, ENPHASE ENERGY paid Mr. Castanon and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. ENPHASE ENERGY's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Castanon and other aggrieved employees on a company-wide basis.

ENPHASE ENERGY's failure to pay Mr. Castanon 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. Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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. 4-2001 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, § 11040(2)(K) (defining "Hours Worked").

First, as set forth above, as a result of ENPHASE ENERGY's policy of limiting the amount of overtime employees could accrue, ENPHASE ENERGY required Mr. Castanon and other aggrieved employees to perform work-related tasks while off-the-clock after their shifts, including attending meetings and addressing work-related emergencies. ENPHASE ENERGY failed to track this time Mr. Castanon and other aggrieved employees spent working off-the-clock, and Mr. Castanon and other aggrieved employees received no compensation for this time.

Second, as stated above, due to ENPHASE ENERGY's policies and/or practices of understaffing its jobsites while assigning heavy workloads and failing to schedule meal periods, Mr. Castanon and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and

belief, ENPHASE ENERGY's management pressured Mr. Castanon and other aggrieved employees to record compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, ENPHASE ENERGY failed to pay Mr. Castanon and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

ENPHASE ENERGY did not pay at least minimum wages for all hours worked by Mr. Castanon and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, ENPHASE ENERGY 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, ENPHASE ENERGY regularly failed to pay at least minimum wages to Mr. Castanon 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. Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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.

During the relevant time period, as set forth above, ENPHASE ENERGY had, and continues to have, a company-wide policy and/or practice of understaffing, which, combined with the assignment of heavy workloads and failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Mr. Castanon and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Castanon and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Castanon had to forgo his meal periods entirely throughout his employment.

Further, as stated, on information and belief, because ENPHASE ENERGY frowned upon employees accruing meal period penalties, ENPHASE ENERGY's management pressured Mr. Castanon and

other aggrieved employees to record compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit the meal penalties that ENPHASE ENERGY would otherwise owe.

Moreover, ENPHASE ENERGY did not provide Mr. Castanon and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Castanon worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Castanon and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

Moreover, ENPHASE ENERGY 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, Mr. Castanon and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that ENPHASE ENERGY did pay Mr. Castanon and other aggrieved employees for missed, late, and interrupted meal periods, ENPHASE ENERGY did not pay Mr. Castanon and other aggrieved employees at the correct rate of pay for premiums because ENPHASE ENERGY systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, ENPHASE ENERGY failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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, ENPHASE ENERGY regularly failed to authorize and permit Mr. Castanon and other 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, ENPHASE ENERGY’s company-wide practices, including understaffing and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Mr. Castanon and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. ENPHASE ENERGY also failed to schedule rest periods, which, coupled with ENPHASE ENERGY’s failure to provide adequate rest period coverage, further led to Mr. Castanon and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, ENPHASE ENERGY maintained a company-wide on-premises rest period policy, which effectively required that Mr. Castanon and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Castanon and/or other aggrieved employees were restricted from leaving the 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, ENPHASE ENERGY effectively maintained control over Mr. Castanon and/or other aggrieved employees during rest periods.

As a result of ENPHASE ENERGY’s practices and policies, Mr. Castanon 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 his employment, Mr. Castanon had to forgo his rest periods entirely due to the heavy workload.

ENPHASE ENERGY has 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, Mr. Castanon and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that ENPHASE ENERGY did pay Mr. Castanon and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, ENPHASE ENERGY did not pay Mr. Castanon and other aggrieved employees at the correct rate of pay for premiums because ENPHASE ENERGY failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, ENPHASE ENERGY failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Castanon and/or other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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 §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery 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 or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety ("GIS") Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, ENPHASE ENERGY violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because ENPHASE ENERGY failed to provide Mr. Castanon and other aggrieved employees with recovery periods. For example, Mr. Castanon worked outdoors in high temperatures and was not provided an adequate shaded area for recovery near his work areas, and was not permitted to take recovery periods in a shaded area while working at various job sites due to a heavy workload and ENPHASE ENERGY's expectations.

ENPHASE ENERGY also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Castanon and other aggrieved employees have not received premium pay for missed recovery periods. Alternatively, to the extent that ENPHASE ENERGY did pay Mr. Castanon and other aggrieved employees for missed recovery periods, ENPHASE ENERGY did not pay Mr. Castanon and other aggrieved employees at the correct rate of pay, because ENPHASE ENERGY systematically failed to include all compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, ENPHASE ENERGY failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY into compliance with the applicable GIS 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. 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, ENPHASE ENERGY has knowingly and intentionally provided Mr. Castanon and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ENPHASE ENERGY issued uniform wage statements to Mr. Castanon 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; meal, rest, and recovery period premiums; and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, ENPHASE ENERGY violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because ENPHASE ENERGY did not record the time Mr. Castanon and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), ENPHASE ENERGY did not list the correct amount of gross wages and net wages earned by Mr. Castanon and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ENPHASE ENERGY failed to accurately list the total number of hours worked by Mr. Castanon 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).

Additionally, because ENPHASE ENERGY did not calculate Mr. Castanon's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages; meal, rest, and recovery period premiums; and/or paid sick leave, ENPHASE ENERGY did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, ENPHASE ENERGY also failed to list the correct amount of net wages in violation of section 226(a)(5). ENPHASE ENERGY also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages; meal and rest period premiums; and/or paid sick leave, 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), ENPHASE ENERGY willfully failed to maintain accurate payroll records for Mr. Castanon 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, ENPHASE ENERGY 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 Mr. Castanon and other aggrieved employees, in violation of section 1198. Furthermore, in light of ENPHASE ENERGY’s failure to provide Mr. Castanon and other aggrieved employees with second 30-minute meal periods to which they were entitled, ENPHASE ENERGY kept no records of meal start and end times for second meal periods.

Because ENPHASE ENERGY failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Castanon 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, Mr. Castanon 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.

Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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, ENPHASE ENERGY failed to pay Mr. Castanon and other aggrieved employees all wages due to them, including, but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or sick leave pay, within any time period specified by California Labor Code section 204.

Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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.

On information and belief, ENPHASE ENERGY has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Castanon was terminated on May 29, 2024; however, he did not receive his final pay until sometime after June 3, 2024. Thus, ENPHASE ENERGY failed to pay Mr. Castanon and other aggrieved employees their final wages immediately, in violation of California Labor Code section 201.

In addition, ENPHASE ENERGY willfully failed to pay Mr. Castanon and other aggrieved employees who are no longer employed by ENPHASE ENERGY all their earned wages, including, but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving ENPHASE ENERGY's employ.

Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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 Properly Calculate 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. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

During the relevant time period, on information and belief, ENPHASE ENERGY did not pay Mr. Castanon and other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, ENPHASE ENERGY paid Mr. Castanon and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, ENPHASE ENERGY failed to incorporate all remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Mr. Castanon and other aggrieved employees took sick leave and received these other forms of pay, ENPHASE ENERGY failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, ENPHASE ENERGY paid Mr. Castanon and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

ENPHASE ENERGY's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Castanon and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant time period, on information and belief, ENPHASE ENERGY scheduled Mr. Castanon and other aggrieved employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Mr. Castanon and other aggrieved employees worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Mr. Castanon and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, ENPHASE ENERGY caused Mr. Castanon and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY into compliance with Labor Code sections 551 and 552, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating

expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, ENPHASE ENERGY, on a company-wide basis, required that Mr. Castanon and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Castanon and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls from management and using the hotspot to access the internet. Although ENPHASE ENERGY required Mr. Castanon and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, ENPHASE ENERGY failed to fully reimburse them for these costs.

ENPHASE ENERGY could have provided Mr. Castanon and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices. Or, ENPHASE ENERGY could have reimbursed employees for the costs of their mobile device usage. Instead, ENPHASE ENERGY passed these operating costs off onto Mr. Castanon and other aggrieved employees.

Thus, ENPHASE ENERGY had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 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.

ENPHASE ENERGY failed to provide Mr. Castanon and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). ENPHASE ENERGY’s failure to provide Mr. Castanon and other aggrieved employees with written notice of

basic information regarding their employment with ENPHASE ENERGY is in violation of Labor Code section 2810.5.

Mr. Castanon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENPHASE ENERGY 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.” ENPHASE ENERGY, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Castanon’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Castanon seeks the remedies set forth in Labor Code section 558 for himself, 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) and 2699.3(c), 2699.5, and 558, Mr. Castanon acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against ENPHASE ENERGY for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

Pre-Litigation Demand

This notice shall further serve as Mr. Castanon’s reasonable attempt to settle his dispute with ENPHASE ENERGY prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform ENPHASE ENERGY of Mr. Castanon’s aforementioned grievances and the proposed remedies as detailed below, while affording ENPHASE ENERGY a reasonable opportunity to satisfy Mr. Castanon’s demands.

Demand is hereby made that ENPHASE ENERGY shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. ENPHASE ENERGY shall pay Mr. Castanon and all other aggrieved employees employed by ENPHASE ENERGY at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. ENPHASE ENERGY shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal, rest, and recovery periods.
3. ENPHASE ENERGY shall conduct a survey or interview all current and former aggrieved employees in California who worked for ENPHASE ENERGY in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; the number of recovery periods which were not provided; and the number of employees who were required to pay for mobile device expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. ENPHASE ENERGY shall pay Mr. Castanon and each aggrieved employee one hour of pay at her or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. ENPHASE ENERGY also shall pay Mr. Castanon and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198. Additionally, ENPHASE ENERGY also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more recovery periods, as required by Labor Code sections 226.7, 516, and 1198.
5. ENPHASE ENERGY shall provide all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
6. ENPHASE ENERGY shall reimburse Mr. Castanon and all aggrieved employees who were required to pay for any business expenses incurred for ENPHASE ENERGY's benefit, including, but not limited to, mobile device usage, as required by Labor Code section 2802.
7. ENPHASE ENERGY shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
8. ENPHASE ENERGY shall pay accrued legal interest to Mr. Castanon and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
9. ENPHASE ENERGY shall provide Mr. Castanon and all aggrieved employees employed by ENPHASE ENERGY at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
10. ENPHASE ENERGY shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.

11. ENPHASE ENERGY shall properly calculate aggrieved employees' rates of pay for overtime wages; meal, rest, and recovery period premiums; and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, and 246(l).
12. ENPHASE ENERGY shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 1174.5, 1197.1, and 2699, and Wage Order No. 4-2001, section 20.

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,



Ninel Kocharyan

Copy: ENPHASE ENERGY, INC. (via U.S. Certified Mail); ENPHASE SERVICE COMPANY, LLC (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

ENPHASE ENERGY, INC.
47281 Bayside Parkway
Fremont, CA 94538



7022 2410 0000 2265 0526
7022 2410 0000 2265 0526

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ™	
Certified Mail Fee	
Basic Service Fee (First Class box add fee as appropriate)	\$
Return Receipt (electronic)	\$
Signature Confirmation	\$
Registered Mail	\$
Adult Signature	\$
Adult Signature Restricted Delivery	\$
Collect on Delivery	\$
Collect on Delivery Restricted Delivery	\$
Insured Mail	\$
Registered Mail Restricted Delivery (\$500)	\$
Total Postage	
Sent To	
Street and Apt.	
City, State, ZIP	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions	

ENPHASE ENERGY, INC.
47281 Bayside Parkway
Fremont, CA 94538

Postmark

OFFICIAL USE

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Certified Mail Fee

Basic Service Fee (First Class box add fee as appropriate)

Return Receipt (electronic)

Signature Confirmation

Registered Mail

Adult Signature

Adult Signature Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Registered Mail Restricted Delivery (\$500)

Total Postage

Sent To

Street and Apt.

City, State, ZIP

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.	A. Signature X ☐ Agent ☐ Addressee
ENPHASE SERVICE COMPANY, LLC 4722 Bayside Parkway Fremont, CA 94538	B. Received by (Printed Name) C. Date of Delivery
2. Article Number, Transmittal or Service Order 7022 2410 0000 2265 0533	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
3. Article Number, Transmittal or Service Order 7022 2410 0000 2265 0533	Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
PS Form 3811, July 2010 PSN 7530-02-000-9053	

**ENPHASE SERVICE
COMPANY, LLC**
47281 Bayside Parkway
Fremont, CA 94538

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS. YOU DO NOT NEED TO CUT

CERTIFIED MAIL®



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U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

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For delivery information, visit our website at www.usps.com.

Official Mail Fee \$ _____

Extra Services & Fees (check box and fee as appropriate)

☐ Return fee _____

☐ Premium (through third party) _____

☐ Return Mail _____

☐ Adult Sign _____

☐ Adult Sign _____

Postage \$ _____

Total Postage \$ _____

Sent to _____

Sent on _____

Sent at _____

City, State: _____

ENPHASE SERVICE

COMPANY, LLC

47281 Bayside Parkway

Fremont, CA 94538

Customer

v. Enphase

Delivered to _____

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the envelope. ENPHASE SERVICE COMPANY, LLC 47281 Bayside Parkway Fremont, CA 94538  9590 9402 7706 2122 1530 57 2. Article Number (Transfer from service label) 7022 2410 0000 2265 0533	A. Signature X <i>Orlando P. Ramos</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No Service Type ☐ Priority Mail Express® ☐ Adult Signature ☐ Registered Mail™ ☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery ☒ Certified Mail® ☐ Signature Confirmation™ ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the envelope. ENPHASE ENERGY, INC. 47281 Bayside Parkway Fremont, CA 94538  9590 9402 7706 2122 1530 40 2. Article Number (Transfer from service label) 7022 2410 0000 2265 0526	A. Signature X <i>Orlando P. Ramos</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Priority Mail Express® ☐ Adult Signature ☐ Registered Mail™ ☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery ☒ Certified Mail® ☐ Signature Confirmation™ ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail (Additional Restricted Delivery \$500)
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	