

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

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

DANIEL TRAN, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

SILLIKER, INC., a California corporation; and
DOES 1 through 100,

Defendants.

CASE NO. 30-2019-01102027-CU-OE-CXC

~~PROPOSED~~ **FIRST AMENDED
CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) **FAILURE TO PROVIDE
ACCURATE, ITEMIZED WAGE
STATEMENTS (LABOR CODE §
226 *et seq.*)**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*).**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE §§ 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Daniel Tran (hereinafter “Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Silliker, Inc., a California corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194,
9 1198, 2698, *et seq.*, and Industrial Welfare Commission Wage Order 4 (“Wage Order 4”), in
10 addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Orange. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Orange, and/or otherwise are found within the County of
19 Orange, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is and was at all times relevant herein, an individual over the age of
22 eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident.
23 During the four years immediately preceding the filing of the Complaint in this action and within
24 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was and
25 is currently employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
26 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
27 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
28 *seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*,

1 and Wage Order 4, which sets employment standards for technologists.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business improving food safety and quality through nutritional research and
5 innovation and employed Plaintiff and other, similarly-situated non-exempt employees within
6 Orange County and the State of California and, therefore, were (and are) doing business in Orange
7 County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
12 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 15) to be subject to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

18 7. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has been employed by Defendants as a non-exempt employee in the position of “Food Technician” since approximately June 2010. On or around March 2018, Plaintiff went on medical leave. Plaintiff remained on leave until his termination on or around May 2019.

10. During Plaintiff’s employment with Defendants, Plaintiff often worked over 8 hours per workday and/or over 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times his regular rate of pay for working overtime hours and/or double his regular rate of pay for working over 12 hours in a workday. Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary incentive pay, and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay including but not limited to payments denoted in their wage statements as “Benefit” and/or “Hourly Impact.” (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). However, Defendants failed to properly calculate Plaintiff’s and other non-exempt employees’ regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them.

11. Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours. Specifically, upon information and belief, Plaintiff’s and other non-exempt employees’ meal periods were frequently “late” (i.e., starting after the completion of the fifth hour of work), because Defendants’ work demands frequently prevented them from taking a meal period until after the completion of the fifth hour of work. Further, Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt employees with a second 30-minute meal period on occasions where they worked over 10.0 hours in a workday. Defendants have failed to compensate Plaintiff with the required meal period

premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants did not maintain a payroll code or other mechanism for the payment of meal period premiums under Labor Code § 226.7 in the event that they failed to provide a legally compliant meal period to their non-exempt employees.

12. Defendants also failed to authorize and permit all rest periods as required by law. In order to comply with Defendants' stringent work demands, Plaintiff was prevented from being relieved of all work duties during rest periods. Defendants have failed to pay Plaintiff the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants did not maintain a payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that they failed to provide a legally-compliant rest period to their non-exempt employees.

13. As a result of Defendants' failure to pay all wages and failure to pay all required meal and rest period premium wages, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

14. As a further result of Defendants' failure to pay all required overtime wages and failure to pay all required meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

CLASS ACTION ALLEGATIONS

15. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per workday and/or 40.0 hours per workweek and received Incentive Pay from Defendants, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0

hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

c. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the Complaint through the present.

d. The Waiting Time Class consists of all members of the Overtime Class and/or Meal Period Class who no longer perform work for Defendants and who last worked for Defendants in the three years immediately preceding the filing of this lawsuit.

e. The Wage Statement Class consists of the members of the Overtime Class, Meal Period Class, and/or Rest Period Class who performed work for Defendants during the one year immediately preceding the filing of this lawsuit through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to §§ 510 and 1194, by requiring overtime and/or double-time work and not paying for said work according to the overtime laws of the State of California;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- 1 iii. Whether Defendants authorized and permitted all legally compliant rest periods to
2 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
3 iv. Whether Defendants provided meal or rest period premium payments for non-
4 compliant meal and/or rest periods;
5 v. Whether Defendants issued accurate itemized wage statements to the Wage
6 Statement Class pursuant to Labor Code § 226; and
7 vi. Whether Defendants’ policies and/or practices for the timing and amount of
8 payment of final wages to members of the Waiting Time Class at the time of their
9 separation of employment were lawful.

10 18. **Predominance of Common Questions:** Common questions of law and fact
11 predominate over questions that affect only individual members of the Classes. The common
12 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
13 and/or practices applicable to each individual class member, including but not limited to
14 Defendants’ policies and/or practices dealing with overtime and/or double-time payment, meal
15 and/ or rest periods, and/or timekeeping. As such, the common questions predominate over
16 individual questions concerning each individual class member’s showing as to their eligibility for
17 recovery or as to the amount of their damages.

18 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
19 Plaintiff was employed by Defendants as a non-exempt employee in California during the
20 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
21 herein, Plaintiff, like the members of the Classes, was not properly paid overtime and/or double-
22 time wages for all hours worked, was not provided all required meal periods, was not authorized
23 and permitted rest periods, and/or did not receive meal and rest period premium wages for missed
24 or non-compliant meal and/or rest periods.

25 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
26 to represent fairly and adequately the interests of the members of the Classes. Moreover,
27 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the members of
28 the Classes and Plaintiff. Plaintiff’s attorneys have prosecuted and defended numerous wage-and-

hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
6 1198, which provide that non-exempt employees are entitled to all overtime wages and
7 compensation for all overtime hours worked and provide a private right of action for the failure
8 to pay all overtime compensation for overtime work performed.

9 24. At all times relevant herein, Defendants were required to properly compensate
10 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
11 hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3
12 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
13 rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a
14 workweek. Labor Code § 510 and Wage Order 4, § 3 also require an employer to pay an employee
15 double the employee’s regular rate of work in excess of 12 hours each workday and/or in excess
16 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff
17 to work overtime hours, but did not credit Plaintiff or members of the Overtime Pay Class with
18 all overtime hours actually worked, and did not compensate Plaintiff or members of the Overtime
19 Pay Class at one and one-half times their regular rates of pay for such hours. Defendants also
20 caused Plaintiff and the members of the Overtime Class to work in excess of 12 hours in a
21 workday but did not properly compensate Plaintiff and the members of the Overtime Class at
22 double their regular rate of pay for such hours. The foregoing policies and practices are unlawful
23 and create entitlement to recovery by Plaintiff and the Overtime Class Members in a civil action
24 for the unpaid amount of overtime premiums owing, including interest thereon, statutory
25 penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
26 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

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1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
8 in accordance with the mandates of the California Labor Code and Wage Order 4-2001. Despite
9 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
10 of the Meal Period Class at their respective regular rates of pay, in accordance with California
11 Labor Code §§ 204, 210, 226.7, and 512.

12 27. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest
14 thereon, statutory penalties, civil penalties, and costs of suit.

15 **THIRD CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 28. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

19 29. Wage Order 4, § 12 and California Labor Code §§ 226.7 and 516 establish the
20 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
21 minutes net rest time for each four (4) hour period worked, or major fraction thereof. This also
22 includes a third rest period for shifts in excess of 10.0 hours.

23 30. As alleged herein, Plaintiff was not authorized to take all required rest periods.
24 The foregoing violations create an entitlement to recovery by Plaintiff in a civil action for the
25 unpaid amount of rest period premiums owing, including interest thereon, as well as statutory
26 penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558,
27 and Civil Code §§ 3287(b) and 3289.

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1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 32. This cause of action is brought pursuant to Cal. Labor Code §§ 201-203, which
6 require an employer to pay all wages immediately at the time of separation of employment in the
7 event the employer discharges the employee or the employee provides at least 72 hours of notice
8 of their intent to quit. In the event the employee provides less than 72 hours of notice of their
9 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including unpaid overtime wages as well as unpaid meal
14 period premium wages.

15 34. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of policy and practice, Defendants continue to fail to pay Plaintiff and members of the
17 Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
18 the requirements of Cal. Labor Code §§ 201-203.

19 35. Defendants' failure to pay all final wages was willful within the meaning of Cal.
20 Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the
21 Waiting Time Class their earned wages upon separation from employment results in a continued
22 payment of daily wages up to thirty days from the time the wages were due.

23 36. Plaintiff and members of the Waiting Time Class are entitled to compensation
24 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

27 **(AGAINST ALL DEFENDANTS)**

28 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 38. Plaintiff is informed and believes, and based thereon allege, that Defendants
2 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff
3 with accurate, itemized wage statements in violation of Labor Code §226(a).

4 39. Defendants' failure to furnish Plaintiff with complete and accurate, itemized wage
5 statements resulted in actual injury, as said failures deprived him of the information necessary to
6 identify discrepancies in Defendants' reported data.

7 40. Defendants' failures create an entitlement to Plaintiff in a civil action for damages
8 and/or penalties pursuant to Labor Code § 226, including statutory penalties civil penalties,
9 reasonable attorneys' fees, and costs according to suit pursuant to Labor Code § 226 *et seq.*

10 **SIXTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANTS)**

13 41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 42. Defendants have engaged and continue to engage in unfair and/or unlawful
15 business practices in California in violation of California Business and Professions Code § 17200
16 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime and/or
17 double-time wages; (b) failing to provide Plaintiff and members of the Meal Period Class with
18 all meal periods to which they are entitled, or failing to pay them meal period premium payments
19 in lieu thereof; (c) failing to authorize and permit Plaintiff and members of the Rest Period Class
20 with all rest periods to which they are entitled, or failing to pay them rest period premium
21 payments in lieu thereof; (d) failing to pay Plaintiff and members of the Waiting Time Class all
22 final wages at termination; and (e) failing to furnish accurate, itemized wage statements.

23 43. Defendants' utilization of these unfair and/or unlawful business practices deprived
24 Plaintiff and continues to deprive members of the Classes of compensation to which they are
25 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
26 over Defendants' competitors who have been and/or are currently employing workers and
27 attempting to do so in honest compliance with applicable wage and hour laws.

28 44. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged

1 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
2 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
3 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

4 45. The acts complained of herein occurred within the last four years immediately
5 preceding the filing of the Complaint in this action.

6 46. Plaintiff was compelled to retain the services of counsel to file this court action to
7 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
8 of Defendants' current non-exempt employees, and to enforce important rights affecting the
9 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
10 which he is entitled to recover under Code of Civil Procedure § 1021.5.

11 **SEVENTH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **(AGAINST ALL DEFENDANTS)**

14 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 48. Defendants have committed several Labor Code violations against Plaintiff,
16 members of the Classes, and other aggrieved employees. Plaintiff is an "aggrieved employee"
17 within the meaning of Labor Code § 2698 et seq. ("PAGA"), acting on behalf of himself and other
18 aggrieved employees, brings this representative action against Defendants to recover the civil
19 penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State
20 of California according to proof, pursuant to Labor Code § 558 and § 2699 (a) and (f) including,
21 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and
22 \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §
23 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2)
24 \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code
25 § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each
26 subsequent violation of Lab. Code § 226 pursuant to Labor Code § 226.3 per employee per pay
27 period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per
28 employee per pay period for those violations of the Labor Code for which no civil penalty is

specifically provided, based on the following Labor Code violations:

- a. Failing to compensate Plaintiff and other aggrieved employees all overtime wages earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide Plaintiff and other aggrieved employees with their statutorily mandated meal periods and failing to pay meal period premiums in violation of Labor Code §§ 226.7, 512, and 558;
- c. Failing to authorize and permit Plaintiff and other aggrieved employees to take their statutorily mandated rest periods and failing to pay rest period premiums in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to furnish Plaintiff and other aggrieved employees with complete and accurate itemized wage statements in violation of Labor Code §§ 226;
- e. Failing to timely pay all final wages and compensation earned by aggrieved employees at the time of separation in violation of Labor Code §§ 201- 203;
- f. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

49. On July 17, 2020, Plaintiff notified Defendant Silliker, Inc. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

50. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and

costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each

subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation of Labor Code § 226 pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections cited in Paragraph 48 (a)-(g) above;

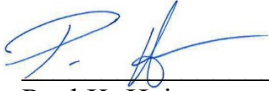
11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g) and Code of Civil Procedure § 1021.5; and

13. For such other and further relief, the Court may deem just and proper.

Dated: November 13, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: November 13, 2020

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff