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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

CLASS ACTION

*[Assigned for all purposes to the Hon.
William D. Claster; Dept. CX-104]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 11, 2020

Time: 9:00 a.m.

Dept.: CX-104

Reservation No.: 73408859

Complaint Filed: October 2, 2019

Trial Date: None Set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the
3 named Plaintiff Daniel Tran (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
9 located in Encino, California. I also spent a semester in law school working as an extern for the
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on
13 employment litigation. In September 2007, I began working as an associate attorney at the
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
21 particular, I received a wide-array of wage and hour class action experience performing the
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
23 from state court to federal court; drafting and responding to written discovery; drafting and
24 opposing discovery related motions; arguing discovery related motions; drafting motions to
25 consolidate related matters; interviewing putative class members and obtaining declarations in
26 connection with class certification; drafting oppositions to motions for class certification; drafting
27 motions for decertification following class certification; conducting exposure analyses to assess
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the
2 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
4 short, I played an integral role in all aspects of litigation from the inception of a matter through
5 and beyond class certification. I also supervised the work of several junior attorneys who were
6 staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
12 performed the same job duties as described in the immediately preceding paragraph. In addition
13 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
14 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
15 Standards Act (“FLSA”), as well as California-specific claims under Rule 23 of the Rules of Civil
16 Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
20 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
21 and I am currently responsible for prosecuting over thirty (30) wage and hour class actions filed
22 in both State and Federal courts throughout California. Below are some of the matters in which
23 I have been appointed as Class Counsel, all of which have been granted final approval: *Hilberger*
24 *v. Eisenhower Medical Center*, Case No. INC1204915, California Superior Court, County of
25 Riverside, Honorable Judge John G. Evans, presiding, (in which I was approved for an hourly
26 rate of \$500 for work performed in 2012 and 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*,
27 Case No. CV138049, California Superior Court, County of San Luis Obispo, Honorable Judge
28 Martin J. Tangeman, presiding, (in which I was approved for an hourly rate of \$425 for work

performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No. CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr., presiding (in which I was approved for an

1 hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*,
2 Case No. CV13-02289 YGR, United States District Court, Northern District of California,
3 Honorable Judge Yvonne Gonzalez Rogers, presiding (in which I was approved for an hourly rate
4 of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*, Case No. BC487206,
5 California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr.,
6 presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013, 2014
7 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905 EMC, United States
8 District Court, Northern District of California, Honorable Edward M. Chen, presiding (in which
9 I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v. Anthony,*
10 *Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of
11 California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly
12 rate of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case
13 No. 3:14-cv-02804-PJH, United States District Court, Northern District of California, Honorable
14 Judge Phyllis J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work
15 performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case
16 No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth
17 Freeman, presiding (in which I was approved for an hourly rate of \$550 for work performed in
18 2013, 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court,
19 County of Los Angeles, Honorable John S. Wiley, presiding (in which I was approved for an
20 hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Prado v. Warehouse Demo*
21 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
22 California, Honorable Judge John F. Walter, presiding (in which I was approved for an hourly
23 rate of \$550 for work performed in 2014 and 2015); *Rivera Regalado v. Jaguar Farm Labor*
24 *Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo,
25 Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly rate of \$550
26 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*,
27 Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy
28 D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in

1 2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court,
2 County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved
3 for an hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto*
4 *Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County
5 of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575 for
6 work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California
7 Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly
8 rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals,*
9 *Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable
10 Donald Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and
11 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court,
12 County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575
13 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-
14 DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding
15 (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v.*
16 *Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court,
17 Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for
18 work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No.
19 BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard
20 Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017);
21 *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of
22 California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an
23 hourly rate of \$600 for work performed in 2016 and 2017); *Morales v. Caremeridian, LLC, et al.*,
24 Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F.
25 Highberger presiding (granting final approval of settlement on behalf of direct support
26 professionals involving claims for unpaid wages, meal and rest period violations, wage statement
27 violations, and other claims).

1 7. I have also moved to certify and have received an order certifying a class action
2 and/or conditionally certifying a collective action, in the following cases:

- 3 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-
4 CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler,
5 presiding (certifying a class of employees who were misclassified as independent
6 contractors);
- 7 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
8 States District Court, Central District of California, Honorable Judge Beverly Reid
9 O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 10 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States
11 District Court, Central District of California, Honorable Judge John F. Walter, presiding
12 (certifying a rest period violation class and conditionally certifying an FLSA unpaid
13 overtime wage class);
- 14 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court,
15 Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding
16 (conditionally certifying an unpaid FLSA overtime wage class);
- 17 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
18 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
19 (conditionally certifying an unpaid FLSA overtime wage class);
- 20 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
21 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
22 (certifying unpaid overtime wage class and waiting time penalty class);
- 23 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
24 States District Court, Central District of California, Honorable Dolly M. Gee presiding
25 (certifying six classes of employees for rest period violations, wage statement violations,
26 meal period violations, and overtime and double-time violations);
- 27 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
28 States District Court, Southern District of California, Honorable William Q. Hayes

1 presiding (certifying six classes of employees for unpaid wages, meal period violations,
2 wage statement violations, and waiting time penalties);

- 3 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
4 United States District Court, Northern District of California, Honorable William H.
5 Alsup presiding (certifying three classes of employees for unlawful wage deduction
6 violations, wage statement violations, and waiting time violations);
- 7 • *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, San Bernardino County
8 Superior Court, Honorable David S. Cohn presiding (certifying wage statement class);
9 and
- 10 • *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-00026405-CU-OE-CTL, California
11 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding (certifying
12 one class of employees for wage statement violations).

13 8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized
14 me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super
15 Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the
16 age of forty in Southern California each year. In 2018 and 2019 Thomson Reuters recognized me
17 as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than
18 five percent of all attorneys in Southern California each year.

19 9. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
20 involved in every aspect of this case from its inception through the present, and I believe that the
21 proposed Settlement is a favorable result for the Settlement Class.

22 10. Defendant Silliker, Inc. (“Silliker”) owns and operates testing laboratories serving
23 the food, environmental, cosmetic, and pharmaceutical industries. Plaintiff and Settlement Class
24 members are current and former non-exempt employees who worked for Silliker in California
25 during the Class Period.

26 11. On October 2, 2019, Plaintiff filed this instant action in this Court, alleging claims
27 for failure to pay overtime wages, meal period violations, waiting time penalties, and unfair
28 competition. As part of the Settlement, the parties have stipulated to the filing of a First Amended

Class and Representative Action Complaint (“FAC”), which adds causes of action for rest period violations, wage statement violations, and PAGA civil penalties. Attached hereto as **Exhibit B** is a true and correct copy of the proposed FAC. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff’s July 17, 2020 correspondence to the California Labor and Workforce Development Agency (“LWDA”).

12. In connection with mediation, the parties engaged in extensive informal discovery, including Silliker’s production of a 10% sample of timekeeping data and payroll data for putative class members; its relevant written wage and hour policies and other relevant documents; as well as the total number of class members, average rates of pay, and additional relevant data points. Plaintiff hired a labor economist with a Ph.D. in economics to assist in his damages analyses by analyzing and extrapolating the extensive data produced by Silliker. This discovery allowed the parties to assess the merits and value of Plaintiff’s claims, as well as Silliker’s potential defenses.

13. The parties attended a full-day mediation on June 22, 2020 with Jeffrey A. Ross, Esq. The parties vigorously debated their legal positions, including the likelihood of class certification and the legal bases for their respective claims and defenses. At the conclusion of mediation, Mr. Ross issued a mediator’s proposal which was eventually agreed to in the days following mediation. Over the following months, the parties negotiated and formalized the Settlement now before the Court. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit A**. The proposed Class Notice, Request for Exclusion Form, and Notice of Estimated Settlement Award are attached as **Exhibits 1, 2, and 3**, respectively, to the Settlement Agreement.

14. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$945,000.00
Minus Court-approved attorneys’ fees (one-third):	\$315,000.00
Minus Court-approved verified costs (up to):	\$25,000.00
Minus Court-approved Service Award:	\$5,000.00
Minus Amount Designated as PAGA penalties:	\$50,000.00
Minus estimated settlement administration costs:	\$11,000.00
Net Settlement Amount (“NSA”):	\$539,000.00
Plus 25% of PAGA penalties to Settlement Class:	\$12,500.00
Total Amount Paid to Settlement Class members:	\$551,500.00

1 15. According to Silliker, there are approximately 460 Settlement Class members.
2 Therefore, the average Individual Settlement Award is projected to be approximately \$1,198.91.

3 16. Plaintiff alleges that Silliker failed to provide non-exempt employees with timely,
4 30-minute meal periods that commenced prior to the end of the fifth hour of work. Specifically,
5 Plaintiff alleges that first meal periods were regularly late due to work demands imposed by
6 Silliker, as Plaintiff and other Settlement Class members had to complete assigned tasks and
7 assignments, including sterilizing, recording, weighing, and blending materials for laboratory
8 analysis; performing various analyses on products; and tracking and recording findings, before
9 they could be relieved to take a meal period. Plaintiff argues that once certain processes and
10 testing commences, Plaintiff and other Settlement Class members were not able to stop their work
11 to take an off-duty meal period, rather, employees were required to complete a test and record the
12 findings before taking an off-duty meal period. Based on Plaintiff's expert's review and
13 extrapolation of the timekeeping data, approximately 101,755 shifts during the Class Period
14 reflected a late, short, and/or missed first meal period. In addition, based on data provided by
15 Silliker, Settlement Class members' average hourly rate of pay during the Class Period was
16 \$15.87 per hour. Therefore, assuming that each late, short, and/or missed meal period reflected in
17 the timekeeping records would result in a violation, Plaintiff estimated Silliker's maximum
18 exposure on this claim at \$1,614,852 (101,755 non-compliant first meal periods * \$15.87
19 premium). Silliker counters that it has always *provided* employees the opportunity to take legally
20 compliant meal periods, and that its written meal period policies throughout the Class Period
21 comply with California law. Silliker further argues that under *Brinker* it is only required to
22 "provide" meal periods, not "ensure" meal periods are taken, and that, as stated, it has always
23 done so. Because Silliker has always provided legally compliant meal periods, Silliker contends
24 that any non-compliant meal periods in the timekeeping records were the result of employee
25 choice, rather than any policy or practice of Silliker. Finally, Silliker maintains Plaintiff's meal
26 period claim is not suited for class certification, since individual inquiries would be needed to
27 assess which employees, if any, took non-compliant meal periods or missed meal periods, how
28 many meal periods were non-compliant or missed, and the reasons why a particular employee did

1 not take a compliant meal period on a particular shift. Based on these defenses, Plaintiff
2 discounted the maximum amount by 50% for risk of non-certification and an additional 60% for
3 risk of being unsuccessful on the merits or failing to recover the full amount sought, to arrive at
4 an estimated exposure of \$322,971.

5 17. Plaintiff alleges that Silliker failed to provide second meal periods during shifts in
6 excess of 10.0 hours. Plaintiff's analysis of the timekeeping data showed that during the Class
7 Period, Settlement Class members worked approximately 22,781 shifts in excess of 10.0 hours
8 without a legally-compliant second meal period. Therefore, Plaintiff calculates Silliker's
9 maximum exposure for second meal period violations at approximately \$361,534 (22,781 non-
10 compliant second meal periods * \$15.87 premium). Silliker asserts that many employees choose
11 to waive their right to a second meal period, as they are entitled to do under Labor Code § 512(a),
12 so that they do not need to stay at work for an extra unpaid 30 minutes. If the Court accepted
13 Silliker's waiver argument for shifts less than 12.0 hours in duration, then there were only
14 approximately 1,474 shifts at issue, as this is the estimated number of shifts worked over 12.0
15 hours. This would significantly reduce Silliker's maximum exposure as only shifts in excess of
16 12.0 hours would be at issue, thereby reducing Silliker's potential liability to \$23,392 (1,474 shifts
17 * \$15.87 premium). In light of these risks, Plaintiff discounted the maximum amount that the
18 class could potentially recover for second meal periods by 60% for a risk of non-certification, and
19 an additional 70% for a risk of losing on the merits, or having exposure reduced due to Silliker's
20 waiver arguments to arrive at \$43,385.

21 18. Plaintiff alleges that Silliker paid its non-exempt employees multiple forms of non-
22 discretionary incentive pay but failed to include these payments in employees' "regular rate" of
23 pay when calculating overtime compensation, and underpaid employees' overtime wages as a
24 result. Specifically, Plaintiff contends Silliker paid Settlement Class members payments denoted
25 as "benefit credit" and "hourly impact," and various bonus payments, but failed to include these
26 payments when calculating the regular rate of pay for overtime purposes. Based on Plaintiff's
27 expert's analysis and extrapolation of payroll data provided by Silliker, Plaintiff calculated that
28 putative class members were underpaid by approximately \$62,691 in overtime wages during the

1 Class Period as a result of Silliker's alleged failure to properly calculate the "regular rate" of pay.
2 Silliker counters that the payments at issue were not tied to employees' hours worked, and
3 therefore, do not need to be included in the regular rate of pay. Silliker further argues that the
4 bonuses at issue were discretionary and therefore excludable from the "regular rate." Moreover,
5 Silliker argues that differences in the frequency, type, and amount of bonuses and various forms
6 of incentive pay received by Settlement Class members would preclude class certification of this
7 claim. Based on these defenses, Plaintiff discounted the estimated maximum by 20% for risk of
8 non-certification, and by an additional 25% to account for risk of losing on the merits or failure
9 to recover the full amount sought, to arrive at an estimated exposure of \$37,615.

10 19. Plaintiff alleges that Silliker failed to authorize and permit all off-duty rest periods
11 due to work demands imposed by Silliker. Plaintiff alleges that in order to comply with
12 Defendants' stringent work demands, including Silliker's requirement that employees complete
13 testing and various analyses before rest periods are taken, Plaintiff was prevented from being
14 relieved of all work duties during rest periods. Based on Plaintiff's expert's analysis and
15 extrapolation of the timekeeping records provided by Silliker, there were approximately 195,333
16 rest period eligible shifts worked during the Class Period. Plaintiff estimates there was a 50%
17 violation rate with respect to rest periods, and therefore, Plaintiff calculated a maximum estimated
18 exposure of approximately \$1,549,959 (97,666 non-compliant rest periods * \$15.87 premium)
19 for Plaintiff's rest period claim. Silliker contends its written rest period policies are legally
20 compliant, and that it has always authorized and permitted employees at least 10-minute rest
21 periods for each four (4) hours worked, or major fraction thereof. Any failure to take rest periods
22 was a result of employee choice, Silliker argues, rather than any Silliker policy or practice. Silliker
23 further argues that Plaintiff's rest period claim is not amenable to class treatment, since individual
24 inquiries would be required to determine which employees failed to take rest periods, how many
25 rest periods they failed to take, and the reasons why each employee failed to take rest period(s)
26 on a particular shift. These manageability concerns are especially present with respect to rest
27 periods, Silliker argues, since rest periods are not recorded. Plaintiff therefore discounted this
28 maximum amount by 60% for risk of non-certification and an additional 70% for a risk of being

1 unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated
2 realistic exposure of \$185,996.

3 20. As a result of the unpaid overtime wages and unpaid meal and rest period
4 premiums, Plaintiff alleges that Silliker failed to pay all wages upon separation of employment
5 and is liable for waiting time penalties pursuant to Labor Code § 203. Based on data provided by
6 Silliker, there are approximately 257 Settlement Class members who have separated their
7 employment with Silliker since October 2, 2016. Plaintiff estimates an average waiting time
8 penalty of \$3,809 ($\$15.87 \times 8 \text{ hours} \times 30 \text{ days}$), and therefore, calculated Silliker's maximum
9 waiting time penalty exposure at approximately \$978,913 ($257 \text{ former employees} \times \$3,809 \text{ avg.}$
10 waiting time penalty). Silliker asserts it has strong, good-faith defenses to Plaintiff's underlying
11 claims, most notably their assertion that because they possessed good-faith defenses to the
12 underlying claims, any failure to pay wages was not "willful" as a matter of law. Silliker further
13 contends Plaintiff's meal and rest period claims cannot support a claim for waiting time penalties,
14 as multiple courts have held. Based on these defenses, Plaintiff discounted Silliker's maximum
15 exposure by 40% for risk of non-certification and by an additional 50% for risk of being
16 unsuccessful on the merits, to arrive at an estimated total of \$293,674.

17 21. Plaintiff alleges that Silliker has derivative liability for wage statement penalties
18 as a result of its failure to pay all overtime wages, and for its failure to pay all meal and rest period
19 premium wages. Plaintiff's analysis reflected that there were approximately 9,168 pay periods
20 worked by Settlement Class members within the liability period applicable to Plaintiff's wage
21 statement claim. In calculating Silliker's exposure, Plaintiff gave Silliker the benefit of assuming
22 Plaintiff could only obtain the "initial" wage statement violation rate of \$50 per pay period, for a
23 total of \$458,400 ($9,168 \text{ pay periods} \times \$50 \text{ "initial" penalty}$) in potential penalties. Silliker argues
24 that no violations occurred, that employees suffered no "injury," that any alleged violations were
25 not "knowing and intentional," and that meal and rest period claims cannot support wage
26 statement penalties. Silliker further argues wage statements always accurately reflected hours
27 worked and amounts paid to employees, and thus Silliker could not be found liable for wage
28 statement penalties. Silliker also argues that Plaintiff's underlying claims will fail as well. In

1 light of these defenses, Plaintiff discounted the maximum exposure by 40% for risk of non-
2 certification, and by an additional 60% for risk of being unsuccessful on the merits, for an
3 estimated realistic exposure of \$110,016.

4 22. Based on these alleged violations of the Labor Code, Plaintiff alleges that Silliker
5 is liable for civil penalties under the PAGA. Plaintiff's analysis reflected there were
6 approximately 5,730 pay periods worked in the PAGA Period (i.e., July 17, 2019 through the
7 present). Therefore, Plaintiff estimated a maximum PAGA exposure of \$573,000 (5,730 pay
8 periods * \$100 "initial" violation rate). As noted, Silliker argues that Plaintiff's PAGA claim will
9 fail because Plaintiff's underlying claims will fail. Silliker also argues the Court would reduce
10 penalties significantly given its good-faith defenses. Therefore, Plaintiff discounted the
11 maximum figure by 55% for risk of losing on the merits and by an additional 75% for risk of the
12 Court reducing penalties, to arrive at estimated exposure of \$64,463.

13 23. Using these estimated figures for each of the claims described above, Plaintiff
14 estimated a realistic total recovery for the Settlement Class of approximately \$1,058,120. The
15 proposed settlement of \$945,000 therefore represents approximately 89.3% of the reasonably
16 forecasted recovery for the Settlement Class. Preliminary approval is appropriate since the
17 Settlement will provide significant monetary relief to the Settlement Class, which is consistent
18 with what Plaintiff's counsel believe could have been recovered had the case proceeded through
19 trial.

20 24. Plaintiff will apply for Class Representative Service Award at the time of seeking
21 final approval of the proposed class action settlement in the amount of \$5,000 for his services to
22 the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's requested
23 Service Award is intended to recognize the time and effort Plaintiff expended on behalf of the
24 Settlement Class, including providing substantial factual information and documents to Class
25 Counsel, attending multiple in-person and telephonic meetings with Class Counsel to discuss the
26 claims and theories at issue in the litigation, actively participating in the prosecution of his claims,
27 as well as the significant risks Plaintiff undertook by agreeing to serve as the named plaintiff in a
28 class action against a former employer, and the fact that Plaintiff agreed to a general release of all

1 claims subject to a waiver of Civil Code § 1542.

2 25. Class Counsel will also apply for an attorneys' fees award of one-third of the Gross
3 Settlement Amount, which is currently estimated to be \$315,000, and up to \$25,000 in verified
4 costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking
5 complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class
6 Counsel has incurred substantial attorney fees conducting pre-filing investigation; conducting
7 legal research; reviewing documents and data produced by Silliker; analyzing employee
8 timekeeping, payroll, and other data with Plaintiff's expert to create a comprehensive damages
9 model; preparing for and attending mediation; negotiating and preparing the Settlement
10 Agreement; preparing this Motion; and otherwise prosecuting this case. Further, counsel
11 anticipate incurring significant future attorneys' fees in overseeing the Notice process, fielding
12 phone calls from Settlement Class members, preparing the Motion for Final Approval and
13 supporting documents, and appearing at the Final Approval Hearing.

14 26. Although the parties engaged in significant informal discovery in advance of
15 mediation, they had not yet completed formal written and deposition discovery, which would
16 have required expenditure of substantial time and resources by all parties. Plaintiff also still had
17 to file for class certification, and faced the prospect of appeals in the wake of a disputed class
18 certification ruling and/or summary judgment ruling. Even if Plaintiff obtained class certification,
19 the parties would incur considerable attorneys' fees and costs through a possible decertification
20 motion, trial, and potential appeal. This settlement avoids those risks and the accompanying
21 expense. Thus, this factor supports preliminary approval.

22 I declare under penalty of perjury under the laws of the State of California and the United
23 States that the foregoing is true and correct. Executed on November 13, 2020, at El Segundo,
24 California.



Paul K. Haines

EXHIBIT A

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement (“Settlement Agreement”) is reached by and between Plaintiff Daniel Tran (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Silliker, Inc. (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Elizabeth (Lisa) A. Brown of GBG LLP.

On October 2, 2019, Plaintiff filed a Class Action Complaint against Defendant in Orange County Superior Court, in the matter entitled *Daniel Tran, as an individual and on behalf of all others similarly situated, v. Silliker, Inc.*, Case No. 30-2019-01102027-CU-OE-CXC (the “Lawsuit”). As part of this Settlement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint alleging the following causes of action: (1) failure to pay all overtime wages owed; (2) meal period violations; (3) rest period violations; (4) waiting time penalties; (5) wage statement violations; and (6) unlawful business practices in violation of Cal. Bus. & Prof. Code § 17200 *et seq.* (the “First Amended Complaint”). As a result of the aforementioned alleged violations of the California Labor Code, Plaintiff alleges he and the putative class are entitled to civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”). On July 17, 2020, Plaintiff sent correspondence to the California Labor & Workforce Development Agency (“LWDA”) as a prerequisite to pursuing PAGA civil penalties based upon these alleged violations.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle each individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendant Silliker, Inc. in California from October 2, 2015 until the date of preliminary approval of this Settlement.

The time period of October 2, 2015 through preliminary approval of this Settlement shall be referred to herein as the “Class Period.”

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Amendment of Complaint in the Action.** This Settlement Agreement is intended to resolve all claims within the scope of the First Amended Complaint, including the PAGA claim that could have been premised on the facts, claims, causes of action or legal theories asserted in

the First Amended Complaint. In connection with the settlement, Plaintiff shall amend the operative pleading in the Lawsuit. Defendant will stipulate to this amendment in connection with the settlement.

3. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative First Amended Complaint, or which could have been pled in the First Amended Complaint, that arose during the Class Period for the time period of October 2, 2015 through the date of preliminary approval of the settlement (“Released Claims”) with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to provide meal periods as required by law; (c) failure to provide rest periods as required by law; (d) failure to provide accurate, itemized wage statements; (e) failure to pay all final wages due at upon separation of employment; (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (g) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above.
- B. In light of his Class Representative Service Award, Plaintiff Daniel Tran agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state or local law against the Released Parties, including but not limited to all claims related to or arising out of his employment with Defendant and the termination thereof. Plaintiff Daniel Tran acknowledges and agrees that his employment with Defendant terminated and that he is no longer employed by Defendant in any capacity. The Parties understand and agree that Plaintiff Daniel Tran is not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff Daniel Tran understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$945,000.00) in full and complete settlement of the Lawsuit, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Thirteen Thousand Dollars and Zero Cents (\$13,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Daniel Tran’s Class Representative Service Award, in recognition of his contributions to the Lawsuit and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees, plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to certain Settlement Class members as the “PAGA Amount”, which PAGA Amount will be distributed as described below.
- D. **Blow Up Clause.** The Parties and their counsel agree that they will not solicit or encourage individuals to opt out of the Settlement or to assert or pursue objections

to the Settlement. However, if more than five percent (5%) of the Settlement Class members submit timely Requests for Exclusion, Defendant shall have the exclusive right to void this Settlement at its option. Defendant shall make its election within twenty (20) calendar days after the Settlement Administrator notifies the Parties of the number of Requests for Exclusion received, which the Settlement Administrator shall do within ten (10) calendar days after the Response Deadline. If Defendant exercises this right to rescind the Settlement, it shall pay all reasonable settlement administration costs incurred by the Settlement Administrator to that date.

F. Escalator Clause. Defendant represents that during the Class Period there are an estimated 460 Settlement Class members. If the number of Settlement Class members in the Class Period is more than 10% greater than this figure (i.e., if there are 507 or more Settlement Class members), Defendant agrees to increase the Gross Settlement Amount on a proportional basis above the threshold (i.e., if there was a 15% increase in the number of Settlement Class members, Defendant agrees to increase the Gross Settlement Amount by 5%).

G. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

5. Payments to the Settlement Class. Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:

i. Payments to all participating Settlement Class members: Seventy-Five percent (75%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period, and will be calculated by multiplying 75% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

ii. Waiting Time Amount: Twenty Percent (20%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each

participating Settlement Class member whose employment with Defendant ended at any time from October 2, 2016 to the date of preliminary approval of this Settlement, shall receive an equal, pro-rata share of the Waiting Time Amount. In other words, the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with Defendant ended at any time from October 2, 2016 through the date of preliminary approval of this Settlement.

iii. Wage Statement Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from October 2, 2018 through the date of preliminary approval of this Settlement shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks that he or she worked during the period from October 2, 2018 through the date of preliminary approval of this Settlement, and which will be calculated by multiplying 5% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked from October 2, 2018 through the date of preliminary approval of this Settlement, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during the time period from October 2, 2018 through the date of preliminary approval of this Settlement.

iv. In addition, the PAGA Amount will be allocated as follows. Each Settlement Class member who was employed by Defendant at any time from July 17, 2019 through the date of preliminary approval of this Settlement, shall receive a portion of the PAGA Amount proportionate to the number of Workweeks worked during the period of July 17, 2019 through the date of preliminary approval of this Settlement, the numerator of which is the Settlement Class Member’s gross number of Workweeks worked during this period, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during this period.

C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel.

D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Seventy Percent (70%) as penalties and

interest; and Thirty Percent (30%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Defendant shall fully discharge its obligations to those Settlement Class members to whom it will pay, through the Settlement Administrator, an Individual Settlement Award through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members. Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transferred to the California State Controller’s Office under the unclaimed property laws in the name of the Settlement Class member.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the Gross Settlement Amount, which is currently estimated to be Three Hundred Fifteen Thousand Dollars and Zero Cents (\$315,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Daniel Tran for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff’s respective Settlement Award as a Settlement Class member, if any, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Defendant will not object the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's request to the Court to pay up to Thirteen Thousand Dollars and Zero Cents (\$13,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be deducted from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Daniel Train as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Notice of Estimated Settlement Award and for Request for Exclusion, drafts of which are attached hereto as Exhibits A, B, and C, respectively), and directing the mailing of same;
- G. Approving uncashed settlement checks being sent to the State Controller's office in the name of the Settlement Class member; and
- H. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of termination of employment (if any), and the number of workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel, as well as file all such objections with the Court). Defendant’s counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant’s counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection must: (1) contain the objecting Settlement Class member’s full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any

and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Granting Class Counsel's request for attorneys' fees and reimbursement of costs;
- C. Approving the Class Representative Service Award and the settlement administration costs;
- D. Certifying the Class solely for purposes of this Settlement;
- E. Permanently enjoining all Settlement Class members (other than those who submitted timely and valid Requests for Exclusion) from prosecuting against the Released Parties any of the Settlement Class members' Released Claims (defined in Paragraph 3 above);
- F. Permanently enjoining the Class Representative from prosecuting against the Released Parties any of the Class Representative's Released Claims (defined in Paragraph 3 above); and
- G. Entering Final Judgment in accordance with the terms of the Settlement.

12. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

14. **No Prior Assignments.** Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly encumbered, assigned, transferred, or otherwise given away any of the claims, demands, causes of actions, or rights that they are releasing by signing this Settlement Agreement, nor has any of them purported to do so.

15. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Defendant is represented by Elizabeth (Lisa) A. Brown of GBG LLP, 633 West 5th Street, Suite 3330, Los Angeles, California 90071; lisabrown@gbgllp.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

18. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations,

presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

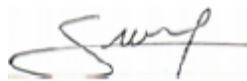
21. **Return of Documents.** All originals, copies, and summaries of documents provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this Action may be used only with respect to this Settlement, including seeking court approval of this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreements, statutes, or rules of law. Within 30 days after the Settlement becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant's counsel the destruction of all such documents, except Class Counsel may retain, in a secure location, such files as are necessary for Class Counsel to comply with their malpractice insurance requirements.

22. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: November 13, 2020

DEFENDANT SILLIKER, INC.

By: _____



DATED: _____, 2020

PLAINTIFF DANIEL TRAN

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: November 13, 2020

GBG LLP

By: _____



Elizabeth (Lisa) A. Brown
Attorneys for Defendant
SILLIKER, INC.

presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Return of Documents.** All originals, copies, and summaries of documents provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this Action may be used only with respect to this Settlement, including seeking court approval of this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreements, statutes, or rules of law. Within 30 days after the Settlement becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant's counsel the destruction of all such documents, except Class Counsel may retain, in a secure location, such files as are necessary for Class Counsel to comply with their malpractice insurance requirements.

22. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: _____, 2020

DEFENDANT SILLIKER, INC.

By: _____

DATED: Nov 10, 2020
_____, 2020

PLAINTIFF DANIEL TRAN

By: 

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: _____, 2020

GBG LLP

By: _____
Elizabeth (Lisa) A. Brown
Attorneys for Defendant
SILLIKER, INC.

DATED: November 10, 2020

HAINES LAW GROUP, APC

By: 

Paul K. Haines

Sean M. Blakely

Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees employed by Silliker, Inc. in California from October 2, 2015 until the date of preliminary approval of Settlement ("Class Period").

**PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *Daniel Tran v. Silliker, Inc.*, Orange County Superior Court Case No. 30-2019-01102027-CU-OE-CXC (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Silliker, Inc.'s ("Silliker") records show that you were employed at Silliker as a non-exempt employee in California between October 2, 2015 and <<PRELIM APPROVAL DATE>> (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Daniel Tran ("Plaintiff") brought this Action against Silliker on a class and representative basis on behalf of non-exempt employees in the State of California who are or were employed by Silliker from October 2, 2015, through <<PRELIM APPROVAL DATE>>. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiff alleges that Silliker failed to provide Settlement Class members with all legally-compliant meal periods, failed to authorize and permit all legally-compliant rest periods, failed to pay Settlement Class members all overtime wages, failed to timely pay all wages owed upon separation of employment, failed to furnish accurate and itemized wage statements to Settlement Class members, and as a result of the foregoing alleged violations, is liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"). Specifically, Plaintiff alleges that Settlement Class members did not receive timely, 30-minute meal periods and were not authorized and permitted all 10-minute rest periods. Plaintiff further alleges that Silliker paid Settlement Class members non-discretionary incentive pay, but failed to include these payments in employees' "regular rate" of pay when calculating overtime compensation, and underpaid employees' overtime wages as a result.

Silliker denies that it has done anything wrong. Silliker also denies that it owes Settlement Class members any wages,

restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Silliker, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Silliker has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Silliker provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Silliker, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Silliker, your decision about whether to participate in the Settlement will not affect your employment. California law and Silliker's policy strictly prohibit unlawful retaliation. Silliker will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Silliker: GBG LLP Elizabeth A. Brown lisabrown@gbgllp.com 633 West 5th Street, Suite 3330 Los Angeles, CA 90071 Telephone: (213) 358-2810 Facsimile: (213) 995-6382 www.gbgllp.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who are or were employed by Silliker in California from October 2, 2015 through <<PRELIM APPROVAL DATE>>. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Silliker as described below.

Silliker has agreed to pay \$945,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel's attorneys' fees and expenses, settlement administration costs, payment to the Labor & Workforce Development Agency ("LWDA"), and the Class Representative Service Award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of

the Gross Settlement Amount, which is currently estimated at \$315,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties request setting aside up to \$11,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Service Award. Class Counsel will ask the Court to award the Class Representative a Service Award in the amount of \$5,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class.

PAGA Payment to State of California. The parties have agreed to allocate \$50,000.00 towards the Settlement of the PAGA claims in the Action. \$37,500.00 will be paid to the State of California Labor & Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$12,500.00 will be allocated to Settlement Class members as described below.

Calculation of Individual Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion from the Settlement. The Net Settlement Amount is estimated at approximately \$551,500.00, and will be divided as follows:

- (i) 75% of the Net Settlement Amount will be allocated to all participating Settlement Class members in proportion to the number of workweeks that he or she worked during the Class Period.
- (ii) 20% of the Net Settlement Amount shall be designated as the “Waiting Time Amount” and will be allocated in equal amounts to all participating Settlement Class members whose employment with Silliker ended at any time between October 2, 2016 through <<PRELIM APPROVAL DATE>>.
- (iii) 5% of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Silliker at any time from October 2, 2018 through <<PRELIM APPROVAL DATE>> shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the time period of October 2, 2018 through <<PRELIM APPROVAL DATE>>.
- (iv) \$12,500.00 of the Gross Settlement Amount has been designated as the “PAGA Amount.” Each participating Settlement Class member who was employed by Silliker at any time from July 17, 2019 through <<PRELIM APPROVAL DATE>> shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the time period of July 17, 2019 through <<PRELIM APPROVAL DATE>>.

Payments to Settlement Class members. If the Court grants final approval of the Settlement, individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion from the Settlement. Settlement checks will be valid for 180 days. Any checks that were not cashed within 180 days will escheat to the California State Controller Unclaimed Property Fund in the name of the Settlement Class member.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 30% as “wages,” for which an IRS Form W-2 will be issued; and 70% as “penalties” and “interest” for which an IRS Form 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the individual Settlement Awards. The Settlement Administrator, Silliker and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Silliker, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (“Released Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in the operative First Amended Complaint, or which could have been pled in the First Amended Complaint, that arose during the Class Period for the time period of October 2, 2015 through the date of preliminary approval of the settlement (“Released Claims”) with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to provide meal periods as required by law; (c) failure to provide rest periods as required by law; (d) failure to provide accurate, itemized wage statements; (e) failure to pay all final wages due at upon separation of employment; (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (g) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, whether you have separated employment from Silliker between October 2, 2016 and <<PRELIM APPROVAL DATE>>, the proportionate number of workweeks you worked between October 2, 2018 and <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked between July 17, 2019 and <<PRELIM APPROVAL DATE>>, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, whether you have separated employment from Silliker between October 2, 2016 and <<PRELIM APPROVAL DATE>>, the proportionate number of workweeks you worked between October 2, 2018 and <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked between July 17, 2019 and <<PRELIM APPROVAL DATE>>. The information contained in Silliker’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in the settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. Any objections will be provided to the Court by Plaintiff in connection with the Final Approval Hearing. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Daniel Tran v. Silliker, Inc.*, Orange County Superior Court Case No. 30-2019-01102027-CU-OE-CXC.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Class Representative service award. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, during regular court hours. You may also visit the Orange County Superior Court website at www.occourts.org to inspect the Court's files by going to the "Online Case Access" tab, selecting "Civil Case & Document Access," and entering the case number information. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE TO THE COURT, SILLIKER, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Daniel Tran v. Silliker, Inc.
Orange County Superior Court
Case No.: 30-2019-01102027-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
DANIEL TRAN V. SILLIKER, INC.
SETTLEMENT ADMINISTRATOR

ADDRESS
ADDRESS
PHONE
FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Daniel Tran v. Silliker, Inc.*, Orange County Superior Court Case No. 30-2019-01102027-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *DANIEL TRAN V. SILLIKER, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ ____ ____ ____

EXHIBIT 3

NOTICE OF ESTIMATED SETTLEMENT AWARD

DANIEL TRAN V. SILLIKER, INC.
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2019-01102027-CU-OE-CXC

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Silliker, Inc.'s ("Silliker") records:

- (a) you worked for Silliker in California from _____ to _____;
- (b) you worked _____ Workweeks between October 2, 2015, and <<PRELIM APPROVAL DATE>> for Silliker;
- (c) you worked _____ Workweeks between October 2, 2018 and <<PRELIM APPROVAL DATE>> for Silliker;
- (d) you worked _____ Workweeks between July 17, 2019 and <<PRELIM APPROVAL DATE>> for Silliker, and
- (e) your employment with Silliker <<DID/DID NOT>> end between October 2, 2016 and <<PRELIM APPROVAL DATE>>.

Based on the above, your Settlement Award is estimated at \$ _____.

(IV) If you disagree with items (a), (b), (c), (d), and/or (e) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Silliker's records, Silliker's records will control unless you are able to provide documentation that establishes otherwise and that Silliker's records are mistaken. If there is a dispute about whether Silliker's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be

resolved by the Parties and the Settlement Administrator as described in the “Notice of Pendency of Class Action and Proposed Settlement” that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT B

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

**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 Sillicker, 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

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

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

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

18 11. Defendants’ meal period policies/practices failed to provide Plaintiff and other
19 non-exempt employees with all legally compliant meal periods because they failed to provide
20 Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute
21 meal period commencing before the end of the fifth hour of work, and/or a second 30-minute
22 meal period for shifts of over 10.0 hours. Specifically, upon information and belief, Plaintiff’s
23 and other non-exempt employees’ meal periods were frequently “late” (i.e., starting after the
24 completion of the fifth hour of work), because Defendants’ work demands frequently prevented
25 them from taking a meal period until after the completion of the fifth hour of work. Further,
26 Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt
27 employees with a second 30-minute meal period on occasions where they worked over 10.0 hours
28 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.

27 ///

28 ///

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

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

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

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

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

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

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

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

EXHIBIT C

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 17, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Daniel Tran v. Silliker, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Daniel Tran in claims arising from his employment with Silliker, Inc. and Does 1 through 100 (collectively “Silliker”). Mr. Tran is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Silliker’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all current and former non-exempt employees of Silliker who worked in California during the one year immediately preceding the date of this letter to the present.

Silliker owns and operates testing laboratories serving the food, environmental, cosmetic, and pharmaceutical industries. Mr. Tran was employed by Silliker from approximately June 2010 until approximately May 2019. Mr. Tran was employed in the non-exempt position of a “Food Technician.”

During Mr. Tran’s employment with Silliker, Mr. Tran and other aggrieved employees 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 their regular rates of pay for working overtime hours and/or double their regular rates of pay for working over 12 hours in a workday. Specifically, Silliker paid Mr. Tran and other aggrieved 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, Silliker failed to properly calculate Mr. Tran’s and other aggrieved 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.

Silliker's meal period policies/practices failed to provide Mr. Tran and other aggrieved employees with all legally compliant meal periods because Silliker failed to provide Mr. Tran and other aggrieved employees with a timely, duty-free, and uninterrupted 30-minute meal periods 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, Mr. Tran's and other aggrieved employees' meal periods were frequently "late" (i.e., starting after the completion of the fifth hour of work), because Silliker's work demands frequently prevented them from taking a meal period until after the completion of the fifth hour of work. Further, Silliker's meal period policies/practices failed to provide Mr. Tran and other aggrieved employees with a second 30-minute meal period on occasions when they worked over 10.0 hours in a workday. On those occasions when Mr. Tran was not provided with all legally-required meal periods to which he was entitled, Silliker failed to compensate Mr. Tran 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, Silliker 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 Silliker failed to provide a legally compliant meal period to their non-exempt employees.

Mr. Tran and other aggrieved employees were not authorized and permitted to take all required and legally-compliant rest periods due to Silliker's rest period policies/practices, which failed to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, Mr. Tran and other aggrieved employees were not always authorized and permitted to take all legally compliant rest periods of at least a net ten minutes due to work demands imposed by Silliker. On those occasions when Mr. Tran and other aggrieved employees were not authorized and permitted with all legally-required and compliant rest periods to which they were entitled, Silliker failed to compensate Mr. Tran and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Silliker did not maintain a payroll code or other mechanism for the payment of rest period premiums under Labor Code § 226.7 in the event that Silliker failed to provide a legally compliant rest period to their non-exempt employees.

As a result of Silliker's failure to pay overtime wages, as well as all meal and rest period premium wages, Silliker maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Tran and other aggrieved employees. As a further result of Silliker's failure to pay all overtime wages and failure to pay all required meal and rest period premium wages, Silliker failed to pay all wages to Mr. Tran and other formerly-employed aggrieved employees at their separation of their employment.

As described above, Silliker committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Overtime Violations

Silliker was required to properly compensate non-exempt employees, including Mr. Tran and other aggrieved employees, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of eight hours per workday and/or in excess of forty hours of work in the workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each work day and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Silliker caused Mr. Tran to work overtime hours but did not compensate Mr. Tran or other aggrieved employees at one and one-half times their regular rate of pay for such hours.

Meal Period Violations

Silliker failed in their affirmative obligation to provide all of their non-exempt employees in California, including Mr. Tran and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code §§ 226.7 and 512 and Wage Order 4, § 11. As a result, Mr. Tran and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”)

Rest Period Violations

As alleged above, Silliker also failed to authorize and permit Mr. Tran and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4 § 12. As a result, Mr. Tran and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Silliker knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Tran and other aggrieved employees with complete and accurate wage statements with respect to their total gross wages earned, total net wages earned, meal and rest period premium wages earned, and the applicable hourly rates in effect during the pay period, in violation of Labor Code § 226. Silliker’s failure in furnishing Mr. Tran and other

aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime wages and deprived them of the information necessary to identify the discrepancies in Silliker's reported data.

Waiting Time Penalties

As a result of the above alleged violations, Silliker has also failed to timely pay Mr. Tran and other aggrieved former employees all of their final wages at the time of separation of employment, including but not limited to all earned overtime wages and all meal and rest period premiums as required under Labor Code §§ 201-203. Silliker's failure to pay all final wages due to former aggrieved employees was willful and, consequently, entitles them to waiting time penalties in an amount equal to their daily wage for each day Silliker failed to pay final wages after separation of employment, accruing up to a maximum of thirty days. *See* Labor Code §§ 203 and 256.

As an "aggrieved employee," Mr. Tran will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Tran's own investigation, and on information and belief, Silliker committed the following Labor Code violations:

- a. Silliker violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Tran and other aggrieved employees all overtime compensation earned;
- b. Silliker violated Labor Code §§ 226.7, 516, and 558, by failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Mr. Tran and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- c. Silliker violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Tran and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Silliker violated Labor Code § 226 by failing to furnish Mr. Tran and other aggrieved employees with accurate and complete itemized wage statements;
- e. Silliker has violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Tran and other aggrieved former employees upon their separation of employment;
- f. Silliker violated Labor Code § 204 by failing to pay Mr. Tran and other aggrieved employees all earned wages at least twice during each calendar month; and

- g. Silliker violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Tran and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Silliker if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to be 'P. H.', with a long horizontal flourish extending to the right.

Paul K. Haines

cc: Silliker, Inc. c/o CSC – Lawyers Incorporating Service, Agent for Service of Process (via certified mail)

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Silliker, Inc.

c/o CSC – Lawyers Incorporating Service

2710 Gateway Oaks Dr., Ste. 150N

Sacramento, CA 95833 (AC)



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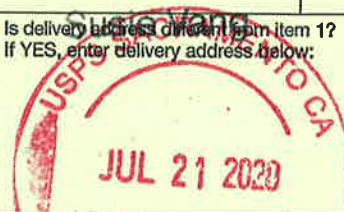
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