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8 Attorneys for Plaintiff
9 MATT SEIBERT, ON BEHALF OF HIMSELF,
10 AND ALL OTHERS SIMILARLY SITUATED

11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA

14 MATT SEIBERT, an individual on behalf of
15 himself, and all others similarly situated;

16 Plaintiff,

17 v.

18 SS&C TECHNOLOGIES, INC., a Delaware
19 corporation, INTRALINKS, INC., a Delaware
20 corporation, and DOES 1 to 100, inclusive,

21 Defendants.

Case No. 3:23-cv-00279-AMO

**DECLARATION OF MATT SEIBERT IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Courtroom: 10, 19th Floor

Judge: Hon. Araceli Martinez-Olguin

DECLARATION OF MATT SEIBERT

I, Matt Seibert, declare as follows:

1. I am a competent adult, am currently a resident of the State of Alabama. I am a Plaintiff in the above-captioned case. I have personal knowledge of the facts set forth below, and if called upon to testify to the same, I could and would do so competently and truthfully.

2. I worked for Defendants SS&C Technologies, Inc. (“**SS&C**”) and Intralinks, Inc. (“**Intralinks**”) (collectively, the “**Defendants**”) as an inside sales employee in California from July 19, 2021, through July 7, 2022.

3. During my work for Defendants, I was misclassified as an “exempt” employee and thus Defendants did not comply with the California Labor Code. I did not spend at least half of my working hours outside Defendants’ office or my own home office. In fact, all of my sales activity was conducted via Zoom, telephone, or other remote platform from my home office or Defendants’ offices. Moreover, I did not earn half of my wages from commission during my employment. In fact, my offer letter specifically states that my base salary would be \$120,000 per year while my OTE commission earnings would be \$110,000. As such, my commissions did not even amount to 50% of my total compensation for an entire year much less all of my pay periods. Therefore, I was misclassified as exempt.

4. During my employment with Defendants, my scheduled regularly prevented me from being able to take an uninterrupted thirty (30) minute off duty lunch period before the end of my fifth hour of work or a second uninterrupted thirty (30) minute off duty lunch period before the end of my tenth hour of work as I regularly had to (i) attend to work obligations (including, but not limited to, sales meetings, client issues, phone calls, emails, etc.) that interrupt my meal breaks, (ii) take less than thirty (30) minutes for my lunch breaks, (iii) take the breaks after my fifth hour or tenth hour of work as appropriate, (iv) miss my meal break in their entirety, or are (v) was prevented from leaving the premises for my meal breaks. Furthermore, the nature of the work I performed prevented me from taking my ten (10) minute rest breaks and Defendants also did not schedule any breaks into my workday. In fact, I regularly worked straight through my shift without a single rest break. I did not

1 sign or execute any written agreement to take “on-duty” meal periods, nor did I sign any agreements
2 waiving my statutory meal periods.

3 5. During my employment, I regularly worked in excess of forty (40) hours in a week
4 and eight (8) hours in a day as well as seven (7) consecutive days in a week; however, I was not paid
5 overtime for these hours.

6 6. During my employment, I would have to respond to emails or calls, fill out
7 documentation that sales leadership asked for, review deals and status documentation, and other tasks
8 on the weekends. As a result, I was regularly forced to work seven consecutive days without a day
9 off.

10 7. During my employment, I worked from home and regularly used my home internet
11 and my personal cell phone for business purposes but was never provided any compensation by
12 Defendants for my home internet or cell phone expenses nor was I properly compensated for my other
13 home office expenses, which included, but is not limited to, the need for pens, paper, desk, chair, etc.,
14 to complete Defendants’ necessary work.

15 8. On multiple occasions during my employment with Defendants, I took off from work
16 for sick leave purposes as well as reported my time off for sick leave purposes. However, Defendants
17 did not provide me with sick pay for such sick time hours in accordance, which denied me the full
18 amount of my wages that I was entitled to and should have received for the sick hours that I took as
19 Defendants did not account for all of my compensation and earnings, including, but not limited to,
20 my earned commissions and bonuses, when calculating my sick time pay.

21 9. Defendants have a policy and practice of having their commission plans expire on or
22 about December 31 of an applicable year, but then not entering into new commission plans
23 agreements until on or about the end of March or April of the following year. Defendants then applied
24 the new commission plans retroactively to my commissions earned after the previous commission
25 plan expired, but prior to the new commission plan being put into place. In fact, my 2021 commission
26 plan expired on or about December 31, 2021; however, I was not presented with a new 2022
27 commission plan until March 20, 2022, and it was not executed until April 5, 2022. Although, prior
28 to the new commission plan being put into place on April 5, 2022, I had earned commissions that

Defendants applied the new commission plan retroactively to instead of the terms and conditions of the existing plan at the time the commissions were earned.

10. During my employment with Defendants, I was not timely paid all of my wages. Defendants often wait an additional pay period or longer to pay my commissions and, when Defendants did pay my owed commissions, it subsequently referred to them as “retroactive pay.”

11. Finally, upon my separation from Defendants, they failed and refused to pay me for all of my commissions that were calculable and due to me at that time.

12. I am not related to anyone associated with Valles Law, P.C.

13. I have no relationship with Legal Aid at Work.

14. Since first contacting my attorneys and throughout the length of this case, I have spent a considerable amount of time assisting my attorneys in prosecuting this matter. I gathered and reviewed documents from my employment with Defendants. I engaged in an initial meeting with my attorney to discuss the employment policies and practices. During that meeting, we discussed my experiences working for Defendants as a sales employee, my observations and conversations with fellow employees, why I wanted to pursue this case, and all of the duties that I would accept as a class representative. We discussed what my role would be and how I could provide the most assistance to this case. I have had regular communication with my attorney to make sure that I was updated on the status of this case and to provide him with insight from my experience as a sales employee for Defendants.

15. Since the filing of this lawsuit, I have discussed all aspects of this case with my attorney by way of video calls, telephone, emails, and text messages. I estimate that I spent approximately fifteen (15) to twenty (20) hours discussing and answering my attorney’s questions concerning the employment policies and procedures of Defendants, the work performed for Defendants by its sales employees, reviewing the records produced by Defendants, the explanation of business records and their respective significance. I was available whenever my attorney needed me as well as actively tried to obtain information that would benefit the class, including, but not limited to, searching for and providing information related to my employment and the employment

1 conditions, providing needed information for mediation, settlement discussions, and potential class
2 certification.

3 16. I spent time with my attorney discussing the case, providing witness information for
4 my attorney about possible witnesses that would be willing to testify on behalf of the class. During
5 that time, I provided my attorney with additional names of witnesses that would be helpful in support
6 of Plaintiff's motion to have the court confirm this case was a class action.

7 17. On November 17, 2023, I attend the mediation in this case, and I was present
8 throughout the entire day of mediation to provide any information necessary. I discussed my work
9 with Defendants with the mediator and provided feedback regarding settlement options with my
10 attorney.

11 18. Once the settlement was agreed upon, I spent approximately two (2) hours reviewing
12 the settlement agreement and discussing the terms with my attorney. I asked my attorney about
13 specific terms in the settlement agreement, so I understood the importance of signing of the settlement
14 agreement.

15 19. During the entire case, I have been responsive to my attorney's requests and believe
16 that my assistance in providing information was influential in obtaining the result that was achieved
17 in the settlement. As a result, I respectfully request that the Court award me, as a class representative,
18 a service award in the amount of \$15,000. I believe that this amount is reasonable considering the
19 time and effort that I have spent during this case on behalf of the class and the risks that I undertook
20 in pursuing the case. I was apprehensive about the possibility that I would face retaliation by pursuing
21 this case, which may adversely affect my employment record.

22 20. I have not entered into any undisclosed agreements, nor have I received any
23 undisclosed compensation in this case. The only compensation I will receive is whatever the amount
24 the Court awards as a service award payment, as well as my share as a class member of the settlement
25 fund based on the number of weeks I worked for Defendants.

26 21. By pursuing this action on behalf of those similarly situated as a whole as opposed to
27 myself, I am forgoing my own individual claims against Defendants for wage and hour violations as
28 well as the non-payment of my commissions and other violations, which includes forfeiting of my

1 potential waiting time penalties, which far exceed any amount that I would recover in this case under
2 the terms of the settlement as a class member of the settlement fund based on the number of weeks I
3 worked for Defendants.

4 I declare under the penalty of perjury of the laws of the State of Alabama that the foregoing
5 is true and correct. Entered on 4th day of November 2024 in Hoover, Alabama.

DocuSigned by:
Matt Seibert
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MATT SEIBERT