

1 MAYALL HURLEY P.C.
2 WILLIAM J. GORHAM III (SBN: 151773)
3 wgorham@mayallaw.com
4 VLADIMIR J. KOZINA (SBN: 284645)
5 vjkozina@mayallaw.com
6 ROBERT J. WASSERMAN (SBN: 258538)
7 rwasserman@mayallaw.com
8 KEVIN B. ARMONIO (SBN: 33483)
9 karmonio@mayallaw.com
10 2453 Grand Canal Boulevard
11 Stockton, California 95207-8253
12 Telephone: (209) 477-3833
13 Facsimile: (209) 473-4818

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BY [Signature]
DEPUTY

8 Attorneys for Plaintiff ETHAN STARR and the putative class

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN JOAQUIN

11 ETHAN STARR, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 SCHELL & KAMPETER, INC., and
16 DOES 1-10, inclusive,

17 Defendants.

Case No.: STK-CV-UOE-2021-4585

FIRST AMENDED CLASS ACTION
COMPLAINT FOR

1. FAILURE TO PAY OVERTIME WAGES
2. FAILURE TO PAY SICK TIME AT THE REGULAR RATE OF PAY
3. FAILURE TO TIMELY PAY WAGES AT CESSATION OF EMPLOYMENT
4. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.
6. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT FOR VIOLATIONS OF LABOR CODE SECTION 201/202, 204, 226(a), 510, AND 512 ("PAGA")

JURY TRIAL DEMANDED

26 Plaintiff Ethan Starr ("Starr") brings this action against Schell & Kampeter, Inc. ("Schell")
27 and Does 1-10, inclusive as referred to herein, for unpaid wages, statutory penalties, civil penalties
28

1 pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698 *et seq.*),
2 injunctive relief, costs, and attorneys' fees resulting from the defendants' unlawful conduct both
3 individually and on behalf of all similarly situated individuals, as defined below in Paragraph 23. As
4 grounds Starr therefore alleges:

5 **PARTIES**

6 1. Starr is and/or was at all times relevant herein an individual; a resident of California;
7 and employed in San Joaquin County, California.

8 2. Schell is and was at all times relevant herein a Missouri corporation, doing business in
9 California.

10 3. Schell and Does 1-10 are referred to collectively herein as "Defendants."

11 4. Starr is not aware of the true names and capacities of the defendants sued herein as
12 Does 1-10, whether individual, corporate, associate, or otherwise, and, therefore, sues such defendants
13 by these fictitious names. Starr will amend this complaint to allege their true names and capacities
14 when ascertained. Starr is informed and believes, and on that basis alleges, that each of the fictitiously
15 named defendants is responsible in some manner for the occurrences herein alleged and that Starr's
16 and the similarly situated individuals' injuries herein alleged were legally caused by such defendants.
17 Unless otherwise indicated, each defendant was acting within the course and scope of said agency
18 and/or employment, with the knowledge and/or consent of said co-defendant.

19 **VENUE AND JURY TRIAL DEMAND**

20 5. Venue is proper in this Court because the unlawful acts as to Starr alleged herein took
21 place in San Joaquin County and Starr's place of employment with Schell is and was at all times
22 relevant herein in San Joaquin County, California. Starr hereby demands a jury trial.

23 **CLASS ALLEGATIONS**

24 6. Starr brings this action both individually and on behalf of all other similarly situated to
25 him, pursuant to Code of Civil Procedure § 382.

26 7. Starr was employed by Schell in San Joaquin County as a non-exempt, hourly
27 employee.
28

1 8. During the relevant time period, Starr and Schell's other non-exempt, hourly
2 employees, current and former, were entitled to and earned various non-discretionary bonuses,
3 commissions, and other items of compensation that were not factored into their regular rates of pay for
4 purposes of overtime compensation.

5 9. Starr and other non-exempt, hourly employees of Schell were eligible for and earned
6 non-discretionary quarterly safety bonuses payable to employees who did not have any safety-related
7 incidents during the course of the quarter. This safety bonus, however, was not included in Starr's or
8 Schell's other non-exempt employees' regular rates of pay for purposes of overtime compensation.
9 For example, Starr was paid a safety bonus of \$211.64 during the pay period ending November 20,
10 2020. However, Starr only received 1.5 times his base rate of pay during that pay period, and no
11 additional overtime compensation was paid to compensate for the increase in his regular rate of pay
12 from this bonus. **Exhibit 1.**

13 10. Similarly, Schell offered non-discretionary bonuses as part of its "Employee Perfect
14 Attendance Program." **Exhibit 2.** Under Schell's "Employee Perfect Attendance Program,"
15 employees who did not have any "Unapproved Absences," as defined by the program guidelines,
16 would receive a bi-annual cash bonus. Starr earned these attendance bonuses, but they were not
17 included in his regular rate of pay for purposes of overtime compensation, nor did Schell factor these
18 bonuses into its other non-exempt employees' regular rates of pay.

19 11. Schell also paid Starr and its other non-exempt employees' non-discretionary bonuses
20 near the end of the year that were not included in their regular rates of pay for purposes of overtime
21 compensation.

22 12. As a result of Schell's failure to include non-discretionary bonuses, commissions, and
23 other items of compensation in Starr's and its other non-exempt employees' regular rates of pay for
24 purposes of overtime compensation, Starr and Schell's other non-exempt employees, current and
25 former, who earned non-discretionary bonuses and other items of compensation and worked overtime
26 were not paid all of the overtime wages to which they were entitled under both California and federal
27 law, in violation of Labor Code section 510.
28

1 13. Schell also regularly underpaid Starr and other non-exempt employees who worked
2 more than 12 hours in any workday by failing to incorporate shift differentials, bonuses, commissions,
3 and other items of compensation into their double-time rate of pay. For example, during the period of
4 January 2, 2021 through January 15, 2021, Starr worked 2.05 hours of double-time (i.e., more than 12
5 hours in a workday). Starr earned a shift differential for the vast majority of the hours he worked in
6 that pay period and was paid a rate of \$25.72 per hour for that time. However, Schell paid him
7 double-time wages at exactly twice the rate of pay excluding the shift differential (i.e., \$24.72).

8 **Exhibit 3.**

9 14. Schell also failed to pay sick time at non-exempt employees' regular rates of pay as
10 required by California law. When non-exempt employees, including Starr, utilized available paid sick
11 time, Schell paid that time out at only the base rate of hourly pay for the employee, failing to include
12 any shift differentials, non-discretionary bonuses, or any other items of compensation required to be
13 incorporated into the regular rate of pay.

14 15. For example, during the pay period of October 10, 2020 through October 23, 2020,
15 Starr worked 55.83 hours at a rate of \$25.72/hour, and 22.65 overtime hours at a rate of \$38.58/hour.
16 Starr also used 16 hours of paid sick time during this pay period, but that sick time was paid at a rate
17 of \$24.72/hour, which was at least \$1/hour less than his regular rate of pay for that pay period.

18 **Exhibit 4.**

19 16. Starr's employment was terminated by Schell in March 2021. When Starr's
20 employment was terminated, Schell did not pay him the unpaid balance of overtime wages he was due
21 or the unpaid balance of sick pay wages he was due as a result of Schell's underpayment of sick time,
22 and therefore Schell failed to timely pay all wages earned but unpaid to Starr at the time of his
23 termination in violation of Labor Code section 201. Because of its uniform failure to incorporate non-
24 discretionary bonuses, commissions, and other items of compensation into the regular rate of pay,
25 Schell similarly failed to timely pay all wages to its other former non-exempt California employees
26 who earned shift differentials, non-discretionary bonuses, commissions and/or other items of
27 compensation and worked overtime at termination or within 72 hours of resignation, in violation of
28 Labor Code sections 201 and 202.

17. Because Schell failed to pay its non-exempt employees who earned non-discretionary bonuses, commissions, and other items of compensation at the appropriate overtime rate, the wage statements Schell issued to Starr and its other non-exempt employees who earned non-discretionary bonuses, commissions, and other items of compensation and who worked overtime failed to comply with Labor Code section 226(a) in that they failed to accurately state the gross and net wages earned and all applicable rates of pay and the number of hours worked at each rate, in violation of Labor Code sections 226(a)(1), (a)(5), and (a)(9).

18. Schell was, at all relevant times herein, aware of the requirements of Labor Code section 226.

19. Schell has, at all times relevant herein, furnished wage statements to each of its non-exempt California employees pursuant to an established set of policies, procedures and practices.

20. Starr and these other California employees, current and former, have suffered injury as a result of Schell's knowing and intentional failure to comply with Labor Code section 226(a).

21. Starr and Schell's other non-exempt California employees who earned non-discretionary bonuses, commissions, and/or other items of compensation and worked overtime were unable to promptly and easily determine from their wage statements alone: 1) their gross wages earned, 2) their net wages earned, and/or 3) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate.

22. For at least four years prior to the filing of this action, Schell has adopted and employed unfair business practices. These unfair business practices include, but are not limited to, failure to pay overtime at the correct rate and failure to pay sick time pay at the correct rate.

CLASS ACTION ALLEGATIONS

23. Starr seeks to maintain this action as a class action as to the First through Fourth Causes of Action. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure section 382. The putative classes that Starr seeks to represent consist of the following:

a. All current and former non-exempt California employees of Schell who earned shift differentials, commissions, non-discretionary bonuses, or other items of

1 compensation and worked overtime during one or more pay periods from four years
2 prior to the date of the filing of this action through the date of trial (the "Regular
3 Rate Class");

4 b. All current and former non-exempt California employees of Schell who earned shift
5 differentials, commissions, non-discretionary bonuses, or other items of
6 compensation and utilized paid sick leave during one or more pay periods from four
7 years prior to the date of the filing of this action through the date of trial (the "Sick
8 Pay Class");

9 c. All members of the Bonus Regular Rate Class and Shift Differential Regular Rate
10 Class whose employment with Schell ended at any time from three years prior to
11 the filing of this action and the date of trial (the "Former Employee Subclass); and

12 d. All members of the Bonus Regular Rate Class and Shift Differential Regular Rate
13 Class who received one or more wage statements at any time from one year prior to
14 the date of the filing of this action through the date of trial (the "Wage Statement
15 Subclass").

16 The Regular Rate Class, Sick Pay Class, Former Employee Subclass, and Wage Statement
17 Subclass are collectively referred to herein as the "Class."

18 24. This action has been brought any may properly be maintained as a class action under
19 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation
20 and the Class is easily ascertainable:

21 a. Numerosity: Starr is informed and believes and based on such information and
22 belief alleges that the potential members of the Class are so numerous that the
23 joinder of all the members of the Class is impracticable. The exact number of
24 members of the Class is presently unknown to Starr, but is believed to be in
25 excess of 300. The exact number and specific identities of the members of the
26 Class can be readily ascertained through inspection of Schell's business records,
27 including copies of wage statements Schell furnished to each of these members.
28

- 1 b. Commonality: There are questions of law and fact common to Starr and to the
2 Class that predominate over any questions affecting only individual members of
3 the Class. These common questions of law and fact include, without limitation:
- 4 i. Whether Schell included shift differentials, non-discretionary bonuses,
5 commissions, and other items of compensation in the calculation of the
6 rate of overtime pay it paid to its non-exempt employees in California;
- 7 ii. Whether the safety bonuses, attendance bonuses, and other bonuses
8 Schell paid to its non-exempt employees were non-discretionary and
9 needed to be included in the regular rate of pay;
- 10 iii. Whether Schell paid its non-exempt employees less than the legally-
11 required overtime rate by failing to incorporate shift differentials,
12 commissions, non-discretionary bonuses, and other items of
13 compensation into its non-exempt employees' regular rate of pay;
- 14 iv. Whether Schell failed to pay its non-exempt employees at the legally-
15 required rate of pay for paid sick time by failing to incorporate shift
16 differentials, non-discretionary bonuses, commissions, and other items
17 of compensation into the rate of pay for purposes of paid sick leave;
- 18 v. Whether Schell failed to pay its former employees all wages due by
19 failing to incorporate non-discretionary bonuses, commissions, and other
20 items of compensation into the regular rate of pay;
- 21 vi. Whether Schell owes waiting time penalties to its former employees as a
22 result of failing to incorporate non-discretionary bonuses, commissions,
23 and other items of compensation into the regular rate of pay;
- 24 vii. Whether and, if so, when Schell has adopted a set of policies, practices,
25 and procedures that fully comply with Labor Code § 226;
- 26 viii. Whether Schell furnished wage statements that fail to accurately state
27 the gross and net wages earned and all applicable hourly rates and the
28 number of hours worked at each rate;

ix. Whether a reasonable person would be able to readily ascertain Schell's name and/or address without reference to other documents or information; and

x. Whether the foregoing constitutes unfair business practices under California law.

c. Typicality: Starr's claims are typical of the claims of the Class. Schell's common course of conduct in violation of law as alleged herein in relate to uniform failures to incorporate shift differentials, commissions, non-discretionary bonuses, and other items of compensation into non-exempt employees' regular rates of pay for purposes of overtime compensation and sick pay and to furnishing wage statements that have caused Starr and members of the Class to sustain the same "injury," as that term is defined in Labor Code § 226(e)(2). Starr's claims are therefore representative of, and co-extensive with, the claims of the Class.

d. Adequacy of Representation: Starr is a member of the Class, does not have any conflicts of interest with other members of the Class, and will prosecute the case vigorously on behalf of the Class. Counsel representing Starr is competent and experienced in litigating representative employment actions. Starr will fairly and adequately represent and protect the interest of members of the Class.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all members of the Class is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been injured and is entitled to recovery by reason of Schell's illegal conduct. Class action treatment will allow those similarly situated individuals to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

PAGA ALLEGATIONS

25. The Private Attorneys General Act ("PAGA"), as set forth at California Labor Code § 2698 et seq., is and at all times relevant herein was applicable to Plaintiff's employment with Defendants.

26. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor Code § 2699(a).

27. Pursuant to PAGA, an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." Labor Code § 2699(c).

28. Plaintiff Starr was employed by Defendants when the alleged violations were committed against him. Plaintiff is therefore an aggrieved employee as defined by Labor Code § 2699(c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were committed against them during their time of employment with Defendants.

29. Pursuant to Labor Code § 2699(a), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code for a violation of that section. The penalty for each such violation of Labor Code § 226 is \$250 pursuant to Labor Code § 226.3. The penalty for violations of Labor Code provisions that do not provide for a specific penalty, are \$100 per pay period per employee effected. California Labor Code § 2699(f).

30. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

1 31. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiff, may
2 pursue a civil action arising under PAGA after the following requirements have been met:

3 a. The aggrieved employee shall give written notice by online filing to the
4 LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of
5 the specific provisions of California Labor Code alleged to have been violated,
6 including the facts and theories to support the alleged violations;

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

15 c. For all alleged violations not enumerated in Labor Code § 2699.5, the
16 employer is given thirty-three (33) days to cure and notify the aggrieved employee
17 by certified mail that the violation has been cured. If the violation is not cured, the
18 aggrieved employee may commence a civil action pursuant to California Labor
19 Code § 2699 to recover civil penalties in addition to any other penalties to which the
20 employee may be entitled.

21 32. On April 2, 2021, Plaintiff Starr provided written notice by certified mail to Defendants
22 and by online filing to the LWDA of the specific provisions of the Labor Code alleged to have been
23 violated, including the facts and theories to support the alleged violations. A true and correct copy of
24 Plaintiff's LWDA notice is attached hereto as **Exhibit 5** and incorporated by this reference as though
25 fully set forth herein.

26 33. As of the date of this complaint, which is more than sixty-five (65) days after Plaintiff's
27 April 2, 2021 notice, the LWDA has not responded to Plaintiff's notice or otherwise indicated an
28

1 intention to investigate his claims. Plaintiff has therefore satisfied the administrative prerequisites
2 under Labor Code § 2699.3 to bring a civil action to recover penalties against Defendants, in addition
3 to other remedies, for violations of California Labor Code.

4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 510 & 1198**
6 **(Failure to Pay Overtime)**
7 **By Starr and the Regular Rate Class Against Defendants**

8 34. Starr hereby realleges and incorporates by reference Paragraphs 1 through 33 above as
9 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
10 cause of action.

11 35. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
12 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
13 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
14 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
15 shall be compensated at no less than twice the regular rate of pay for an employee. In addition, any
16 work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no
17 less than twice the regular rate of pay of an employee.

18 36. Pursuant to Labor Code section 1198, the maximum hours of work and standard
19 conditions of labor fixed by the commission shall be the maximum hours of work and the stand and
20 conditions of labor for employees, and the employment of any employee for longer hours than those
21 fixed by the commission or under conditions of labor prohibited by the order is unlawful.

22 37. During the relevant time period, Starr and the other members of the Regular Rate Class
23 regularly worked overtime.

24 38. During the relevant time period, Schell intentionally and willfully failed to pay all
25 overtime wages due to Starr and the members of the Regular Rate Class as set forth above by failing to
26 incorporate shift differentials, non-discretionary bonuses, commissions, and other items of
27 compensation into the regular rate of pay for purposes of computing overtime wages paid to the
28 Regular Rate Class.

1 39. Wherefore, Starr and the other members of the Regular Rate Class have been injured as
2 set forth above and request relief as hereafter provided.

3 **SECOND CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE SECTION 218, 233, 246**
5 **(Failure to Pay Sick Time at the Regular Rate of Pay)**
6 **By Starr and the Sick Pay Class Against Defendants**

7 40. Starr hereby realleges and incorporates by reference Paragraphs 1 through 39 above as
8 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
9 cause of action.

10 41. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
11 employees at that employee's "regular rate of pay."

12 42. The "regular rate of pay" includes all remuneration for employment paid to the
13 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,
14 commissions, non-discretionary bonuses, and the value of meals and lodging. See 29 U.S.C. §
15 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.

16 43. During the relevant time period, Defendants failed to include shift-differentials,
17 commissions, non-discretionary bonuses and/or other items of compensation when determining the
18 "regular rate of pay" for Plaintiff and their other non-exempt employees for purposes of sick time
19 pay.

20 44. According to the California Supreme Court, sick pay is a form of wages. *Murphy v.*
21 *Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.

22 45. Labor Code section 233 provides that "any employer who provides sick leave for
23 employees shall permit an employee to use in any calendar year the employee's accrued and
24 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
25 during six months at the employee's then current rate of entitlement, for the reasons specified in
26 subdivision (a) of Section 246.5."

27 46. During the relevant time period, Defendants intentionally and willfully failed to pay
28 Plaintiffs and the other members of the Sick Pay Class their sick pay at the rate of pay required by
law. Accordingly, Plaintiff and the Sick Pay Class did not receive the full amount of paid sick time

1 that they were entitled to receive by law, and were therefore denied the right to use sick leave
2 within the meaning of Labor Code sections 233(a) and (c).

3 47. Any employer who violates Labor Code section 233 is liable to employees for the
4 greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys'
5 fees and costs. Labor Code §233(d), (e).

6 48. Further, Labor Code section 218 authorizes a private right of action to recover
7 unpaid wages.

8 49. Wherefore, Plaintiff and the other members of the Sick Pay Class have been injured
9 as set forth above and request relief as hereafter provided.

10 **THIRD CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE SECTIONS 201/202**
12 **(Failure to Timely Pay Wages at Cessation of Employment)**
13 **By Starr and the Former Employee Subclass against Defendants**

14 50. Starr hereby realleges and incorporates by reference Paragraphs 1 through 49 above as
15 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
16 cause of action.

17 51. Labor Code section 201 provides that if an employer discharges an employee, the
18 wages earned and unpaid at the time of discharge are due and payable immediately.

19 52. Labor Code section 202 requires an employer to pay an employee all earned but unpaid
20 wages within 72 hours of the employee resigning his or her employment, or immediately at the time of
21 resignation if the employee has given 72 hours prior notice of his or her intention to quit.

22 53. As set forth above, Starr and the other members of the Regular Rate Class were not
23 properly paid all overtime wages due throughout their respective employments. As a result, members
24 of the Former Employee Subclass necessarily had outstanding wages due and owing at the time they
25 separated from employment with Schell; those wages remain outstanding.

26 54. As a result, Starr and the members of the Former Employee Subclass were not timely
27 paid all of their earned but unpaid wages following cessation of their employment with Schell.

28 55. Wherefore, Starr and the other members of the Former Employee Subclass have been
injured as set forth above and request relief as hereafter provided.

FOURTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 226(a)
(Failure to Furnish Accurate Itemized Wage Statements)
By Starr and the Wage Statement Subclass Against Defendants

56. Starr hereby realleges and incorporates by reference Paragraphs 1 through 55 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

57. Pursuant to Labor Code section 226(a), "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned...(5) net wages earned,...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..."

58. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees. Labor Code § 226(e)(1).

59. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) of Labor Code section 226 and the employee cannot promptly and easily determine from the wage statement alone: i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a)(2)-(a)(4), inclusive, and (a)(6) and (a)(9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number.

1 60. As set forth above, Schell intentionally and willfully failed to furnish accurate itemized
2 wage statements to Starr and the other members of the Wage Statement Class in violation of Labor
3 Code section 226(a).

4 61. As set forth above, Starr and the other members of the Wage Statement Class suffered
5 injury within the meaning of Labor Code section 226(e)(2).

6 62. Wherefore, Starr and the other members of the Wage Statement Class have been
7 injured as set forth above and request relief as hereafter provided.

8 **FIFTH CAUSE OF ACTION**
9 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200 ET**
10 **SEQ.**

11 **By Starr and the Regular Rate Class and the Sick Pay Class Against Defendants**

12 63. Starr hereby realleges and incorporates by reference Paragraphs 1 through 62 above as
13 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
14 cause of action.

15 64. The statutory violations, as alleged above, are unfair business practices within the
16 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and
17 include, but are not limited to failing to properly calculate and pay overtime wages.

18 65. Wherefore, Starr and the other members of the Regular Rate Class and the Sick Pay
19 Class have been damaged as set forth above and request relief as hereafter provided.

20 **SIXTH CAUSE OF ACTION**
21 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT CLAIM FOR VIOLATIONS OF**
22 **LABOR CODE SECTION 201/202, 204, 226(a), 510, and 512 ("PAGA")**

23 **(Labor Code §§2698 *et seq.*)**

24 **By Starr Against Defendants**

25 66. Starr hereby realleges and incorporates by reference Paragraphs 1 through 65 above as
26 though fully set forth herein, except as said paragraphs are inconsistent with allegations of this cause
27 of action.

28 67. As set forth above, Starr has completed the prerequisite notice process to the LWDA to
act as its proxy to prosecute Labor Code violations by Schell on his behalf and on behalf of other
current and former employees.

1 68. Schell violated Labor Code section 510, as set forth above and in Plaintiff's LWDA
2 notice, by failing to pay overtime at Starr's and other current and former non-exempt employee's
3 regular rates of pay.

4 69. Schell violated Labor Code section 204, as set forth in Plaintiff's LWDA notice, by
5 failing to timely pay wages to Starr and other current and former non-exempt employees.

6 70. Schell violated Labor Code section 201 and 202, as set forth above and in Plaintiff's
7 LWDA notice, by failing to pay all wages at termination of employment or within 72 hours of
8 resignation.

9 71. Schell violated Labor Code section 512, as set forth in Plaintiff's LWDA notice, by
10 failing to furnish all legally required meal breaks to Starr and other current and former non-exempt
11 employees.

12 72. Schell violated Labor Code section 226(a), as set forth above and in Plaintiff's LWDA
13 notice, by failing to furnish accurate itemized wage statements to Starr and other current and former
14 non-exempt employees.

15 73. As set forth above, Schell has violated numerous Labor Code provisions, including
16 sections 201/202, 204, 226(a), 510, and 512.

17 74. Each violation as to any current or former employee results in a civil penalty
18 assessment. Where a specific civil penalty exists, it applies to set the applicable penalty. Where none
19 is applicable, the default penalty is \$100 per pay period per employee affected pursuant to Labor Code
20 section 2699(f).

21 75. On information and belief, Schell has not changed their unlawful practices, hence,
22 ongoing civil penalties apply until such time as it stops its unlawful practices. Wherefore, Plaintiff
23 Starr seeks civil penalties pursuant to PAGA as set forth below.

24
25 **PRAYER FOR RELIEF**

26 WHEREFORE, the following relief is sought.

27 **As to the First through Fifth Causes of Action:**

28 1. That this Court certify the classes and subclasses set forth in Paragraph 23;

2. That this Court certify Starr as the representative of the Class;
3. That this Court certify Mayall Hurley, P.C. as attorneys for the Class;
4. That this Court award actual and compensatory damages as well as restitutionary relief to Starr and the members of the Class;
5. That this Court issue a permanent and mandatory injunction pursuant to Labor Code section 226(h) and Business and Professions Code section 17203, prohibiting Defendants from committing future violations of Labor Code § 226 and future unfair business practices with respect to the payment of overtime
6. That this Court award statutory penalties, including but not limited to those available under Labor Code sections 203 and 226;
7. That this Court award statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code §§ 218.5, 226(e), and 1194;
8. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b) and Labor Code § 1194; and
9. For such other and further relief as the court deems just and proper.

As to the Sixth Cause of Action:

1. That this Court award civil penalties pursuant to PAGA, including but not limited to those available under Labor Code §§ 226.3, 558, and 2699(f);
2. That this Court award statutory attorneys' fees and costs, including but not limited to those available under Labor Code § 2699(g);
3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code section 3287(a) and 3289(b); and
4. For such other and further relief as the court deems just and proper.

1 **DATED:** August 13, 2021

MAYALL HURLEY P.C.

2
3 By



4 WILLIAM J. GORHAM III
5 VLADIMIR J. KOZINA
6 ROBERT J. WASSERMAN
7 KEVIN B. ARMONIO
8 Attorneys for Plaintiff,
9 ETHAN STARR
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Exhibit 1

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS									
Employee #: 20455		Division 2		Period Begin: 11/7/2020		Check Date: 11/25/2020		250 E Roth Road Lathrop, CA 95330							
Clock Number:		Department: 400		Period End: 11/20/2020		Pay Type: Hourly									
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:									
		State Filing: Head of		Exemptions: 3		Additional Tax:									
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message							
V837640		\$0.00		\$3,025.92		\$2,263.83									
EARNINGS						*Not Included in Totals			TAXES			DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD				
Bonus		0.00	211.64	0.00	1,861.80	SOC SEC EE	184.87	4,527.85	401(k)	60.52	1,482.65				
Nightshift	25.7200	64.00	1,646.08	1,539.18	39,029.95	MED EE	43.23	1,058.93	401(k) Loan	70.46	1,761.50				
Nightshift OT	38.5800	30.28	1,168.20	743.71	28,257.15	FEDERAL WH	201.05	4,740.46	Dental Pre-Tax	36.72	918.00				
*401(k) Match		0.00	45.39	0.00	1,111.99	CALIFORNIA WH	66.13	1,580.97	Vision Pre-Tax	5.32	133.00				
*ER Medical		0.00	1,114.71	0.00	27,867.75	CALIFORNIA SDI	29.82	730.30	VolLife Pre-Tax	2.08	52.00				
*ER Dental		0.00	36.72	0.00	918.00				Vol Life EE	2.08	52.00				
*ER Vision		0.00	5.32	0.00	133.00				Purchases	59.81	573.84				
*ER Life		0.00	1.85	0.00	46.25										
*ER AD&D		0.00	0.69	0.00	17.25										
*ER Life - Dep		0.00	2.47	0.00	61.75										
*ER LTD		0.00	4.24	0.00	103.96										
*ERLasik/Hearing		0.00	0.74	0.00	18.50										
*ER Pharmacy		0.00	110.74	0.00	2,768.50										
Holiday		0.00	0.00	55.68	1,356.38										
PTO		0.00	0.00	48.00	1,166.40										
Night Sft Not W		0.00	0.00	8.00	204.08										
Double Time		0.00	0.00	17.50	843.48										
Hrs Not Wk		0.00	0.00	4.00	98.88										
Sick		0.00	0.00	52.00	1,265.28										
CA Sup Sick		0.00	0.00	2.00	49.44										
Total:						94.28	3,025.92	2,470.07	74,132.84	Total:	525.10	12,638.51	Total:	236.99	4,972.99
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY									
PTO	Accrued:	0.0000	Taken:	0.00	Balance	60.00	Checking					Deposit Amount:	2,263.83		
Sick	Accrued:	0.0000	Taken:	0.00	Balance	8.00									
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	78.00									

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
11/25/2020	V837640

TOTAL NET PAY
*****\$2,263.83

20455 2 400



NOT NEGOTIABLE

Exhibit 2

Employee Perfect Attendance Program

Employees may earn monetary awards on a bi-annual basis if their attendance for that time period matches that of the said below criteria. Employees can earn \$100.00 for each time period (biannually). The time periods are January 1st through June 30th and July 1st through December 31st.

Employees must be Diamond employees for the entire Perfect Attendance time period to be eligible.

Perfect Attendance Criteria

Approved Absences

The following absences will be considered Approved Absences for the sake of eligibility for the Perfect Attendance Criteria as long as the criteria is met for each specific type of absence listed.

1. CA Sick Pay – The use of CA Sick Pay for absences where the employee or their immediate family member are ill or have a health appointment with approval.
2. Bereavement Leave – The use of Bereavement Pay as outlined in the employee handbook with proof and approval.
3. Jury Duty – The use of Jury Duty as outlined in the employee handbook with proof and approval.
4. PTO – The use of PTO time that was approved and requested at minimum of 2 weeks in advance.

Unapproved Absences

The following absences will be considered as Unapproved Absences for the sake of eligibility for the Perfect Attendance Criteria. This is a partial listing and not an all-inclusive listing of unapproved absences.

1. Tardies
2. Unapproved Leave Early
3. Unapproved time off
4. FMLA/CFRA Leave of Absences
5. Diamond Leave of Absences
6. Doctor's 'Excuse from Work' without the use of CA Sick Pay
7. Unapproved extended lunches

Award System

All employees who meet the above criteria for the designated time period will receive \$100.00 in cash for that time period. A total of \$200.00 in cash is attainable per year.

03/27/2019

Exhibit 3

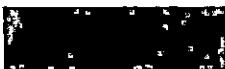
Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS								
Employee #: 20455		Division 2		Period Begin: 1/2/2021		Check Date: 1/21/2021		250 E Roth Road Lathrop, CA 95330						
Clock Number:		Department 400		Period End: 1/15/2021		Pay Type: Hourly								
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:								
		State Filing: Head of		Exemptions: 3		Additional Tax:								
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message						
V895987		\$0.00		\$3,200.52		\$2,364.44								
EARNINGS						*Not Included In Totals			TAXES			DEDUCTIONS		
Description		Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description		Current	YTD	Description		Current	YTD
PTO		24.7200	12.00	296.64	12.00	296.64	SOC SEC EE		195.70	411.66	401(k)		64.01	134.56
Nightshift		25.7200	63.73	1,639.14	119.73	3,079.46	MED EE		45.76	96.27	401(k) Loan		70.46	140.92
Nght Sft Not W		25.7200	1.00	25.72	1.00	25.72	FEDERAL WH		220.09	478.61	Dental Pre-Tax		36.72	73.44
Double Time		49.4400	2.05	101.36	13.83	683.76	CALIFORNIA WH		78.48	185.14	Vision Pre-Tax		5.32	10.64
Sick		24.7200	4.00	98.88	4.00	98.88	CALIFORNIA SDI		37.88	79.68	VolLife Pre-Tax		2.08	4.16
Nightshift OT		38.5447	26.95	1,038.78	53.42	2,055.92					Vol Life EE		2.91	5.82
*401(k) Match		0.00	0.00	48.01	0.00	100.92					Purchases		76.67	76.67
*ER Medical		0.00	0.00	1,237.22	0.00	2,474.44								
*ER Dental		0.00	0.00	38.28	0.00	76.56								
*ER Vision		0.00	0.00	5.32	0.00	10.64								
*ER Life		0.00	0.00	1.85	0.00	3.70								
*ER AD&D		0.00	0.00	0.69	0.00	1.38								
*ER Life - Dep		0.00	0.00	2.47	0.00	4.94								
*ER LTD		0.00	0.00	4.24	0.00	8.48								
*ERLasik/Hearing		0.00	0.00	0.74	0.00	1.48								
*ER Pharmacy		0.00	0.00	246.12	0.00	492.24								
Holiday		0.00	0.00	0.00	19.72	487.48								

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
1/21/2021	V895987
TOTAL NET PAY	
*****\$2,364.44	

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Exhibit 4

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS									
Employee #: 20455		Division 2		Period Begin: 10/10/2020		Check Date: 10/29/2020		250 E Roth Road Lathrop, CA 95330							
Clock Number:		Department 400		Period End: 10/23/2020		Pay Type: Hourly									
SSN: XXX-XX-4703		Federal Filing: Married		Exemptions: 4		Additional Tax:									
Company Id: 200188		State Filing: Head of		Exemptions: 3		Additional Tax:									
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message							
V811101		\$0.00		\$2,705.31		\$2,045.78									
EARNINGS						*Not included in Totals			TAXES			DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD				
Nightshift	25.7200	55.83	1,435.95	1,403.18	35,532.03	SOC SEC EE	164.99	4,153.44	401(k)	54.11	1,360.11				
Sick	24.7200	16.00	395.52	52.00	1,265.28	MED EE	38.59	971.37	401(k) Loan	70.46	1,620.58				
Nightshift OT	38.5800	22.65	873.84	682.33	25,889.11	FEDERAL WH	163.35	4,329.51	Dental Pre-Tax	36.72	844.56				
*401(k) Match		0.00	40.58	0.00	1,020.08	CALIFORNIA WH	45.19	1,442.22	Vision Pre-Tax	5.32	122.36				
*ER Medical		0.00	1,114.71	0.00	25,638.33	CALIFORNIA SDI	26.61	669.91	VolLife Pre-Tax	2.08	47.84				
*ER Dental		0.00	36.72	0.00	844.56				Vol Life EE	2.08	47.84				
*ER Vision		0.00	5.32	0.00	122.36				Purchases	50.03	514.03				
*ER Life		0.00	1.85	0.00	42.55										
*ER AD&D		0.00	0.69	0.00	15.87										
*ER Life - Dep		0.00	2.47	0.00	56.81										
*ER LTD		0.00	4.24	0.00	95.48										
*ERLasik/Hearing		0.00	0.74	0.00	17.02										
*ER Pharmacy		0.00	110.74	0.00	2,547.02										
Holiday		0.00	0.00	55.68	1,356.38										
PTO		0.00	0.00	48.00	1,166.40										
Bonus		0.00	0.00	0.00	1,650.16										
Night SR Not W		0.00	0.00	8.00	204.08										
Double Time		0.00	0.00	17.50	843.48										
Hrs Not Wk		0.00	0.00	4.00	98.88										
Total:						94.48	2,705.31	2,270.69	68,005.80	Total:	438.73	11,566.45	Total:	220.80	4,557.32
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY									
PTO	Accrued:	0.0000	Taken:	0.00	Balance	60.00	Checking				Deposit Amount:	2,045.78			
Sick	Accrued:	0.0000	Taken:	16.00	Balance	8.00									
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	80.00									

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
10/29/2020	V811101

TOTAL NET PAY
*****\$2,045.78

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Exhibit 5

LAW OFFICES

MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE

450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818

TELEPHONE (209) 477-3833

WWW.MAYALLLAW.COM

April 2, 2021

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/308>)

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

SENT VIA CERTIFIED MAIL

Schell & Kampeter, Inc.
103 N. Olive
Meta, MO 65058

Re: Ethan Starr

To Whom It May Concern:

This firm represents Ethan Starr ("Starr") in relation to his prior employment with Schell & Kampeter, Inc. ("Employer") in California. In accordance with California Labor Code section 2699.3, this letter shall serve as Mr. Starr's written notice to the Labor and Workforce Development Agency ("LWDA") and Employer regarding the following violations, and facts and theories supporting the violations, on Mr. Starr's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Employer.

During the prior year and beyond, Employer has failed to do all of the following with respect to Mr. Starr and its other current and former non-exempt employees in violation of the California Labor Code:

1. Pay overtime at Mr. Starr's and other current and former non-exempt employee's regular rates of pay in violation of Labor Code section 510. Mr. Starr and other current and former employees of Employer were entitled to, and received, non-discretionary bonuses, commissions, and other items of compensation. However, these non-discretionary bonuses, commissions, and other items of compensation were not factored into the regular rate of pay of Employer's non-exempt employees for purposes of overtime compensation, in violation of Labor Code section 510.

Labor and Workforce Development Agency
Schell & Kampeter, Inc.
Re: Ethan Starr
April 2, 2020
Page 2 of 3

- a. For example, Mr. Starr and Employer's other non-exempt employees were eligible to earn, and did earn, a non-discretionary, quarterly safety bonus that was paid to employees who did not have any safety-related incidents during the course of the quarter. However, this safety bonus was not incorporated into Mr. Starr's overtime pay in quarters where he earned said bonus. *See Exhibit 1*, wage statements furnished to Mr. Starr by Employer.
 - b. As another example, Mr. Starr and Employer's other non-exempt employees were also eligible to earn, and did earn, non-discretionary cash attendance bonuses that were paid on an annual or semi-annual basis. *See Exhibit 2*, copy of attendance bonus plan document. However, when Mr. Starr and other non-exempt employees earned this bonus, it was not factored in to their regular rates of pay for purposes of overtime compensation.
 - c. By way of further example, Mr. Starr and Employer's other non-exempt employees were eligible to earn and did earn, additional non-discretionary bonuses, such as annual bonuses, that were not factored into the regular rate of pay for purposes of overtime compensation.
2. Timely pay wages in violation of Labor Code § 204.
 - a. Labor Code section 204 requires that all wages earned by any person in any employment are due and payable twice during each calendar month on paydays designated by the employer. Labor Code section 204 also requires an employer to pay employees for overtime work no later than the payday for the next regular payroll period. Because Employer failed to incorporate non-discretionary bonuses into Starr's and its other current and former non-exempt employees' regular rates of pay, and thereby underpaid them overtime wages which have still not been paid to date, Employer violated the provisions of Labor Code section 204.
3. Pay all wages at termination of employment or within 72 hours of resignation in violation of Labor Code §§ 201 and 202.
 - a. Labor Code section 201 requires that all wages earned but unpaid be paid to ~~an employee upon termination of employment. Labor Code section 202~~ requires that all wages earned but unpaid be paid to an employee within 72 hours of resignation. Because Employer failed to incorporate non-discretionary bonuses into Starr's and its other current and former non-exempt employees' regular rates of pay, and thereby underpaid them overtime wages

Labor and Workforce Development Agency
Schell & Kampeter, Inc.
Re: Ethan Starr
April 2, 2020
Page 3 of 3

which have still not been paid to date, Employer violated Labor Code sections 201 and/or 202 as to Mr. Starr and its former non-exempt employees.

4. Furnish all legally-required meal breaks in violation of Labor Code § 512.
 - a. Labor Code § 512 provides that an employee is entitled to a 30-minute, uninterrupted meal break prior to the beginning of their sixth hour of work, and a second 30-minute, uninterrupted meal break prior to the beginning of their eleventh hour of work. However, as evidenced by Employer's repeated payments of meal period penalties to Mr. Starr (designated by "Hours Not Wk" and "Nght Sft Not W"), Employer engaged in a policy and practice of failing to authorize and permit legally-compliant meal breaks for Mr. Starr and its other current and former non-exempt employees. Payment of meal period penalties does not negate the violation of Labor Code § 512. *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244.
5. Furnish accurate itemized wage statements in violation of Labor Code § 226(a).
 - a. Because Employer failed to properly pay overtime to its non-exempt employees, the wage statements furnished to Mr. Starr and Employers' other non-exempt employees failed to accurately state the gross and net wages earned and all applicable rates of pay and the corresponding number of hours worked at each rate, in violation of Labor Code sections 226(a)(1), (a)(5), and (a)(9).

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Mr. Starr intends to file a civil complaint against Employer pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By

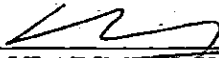

VLADIMIR I. KOZINA

Exhibit 1

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS					
Employee #: 20455		Division: 2		Period Begin: 9/12/2020		Check Date: 10/1/2020		250 E Roth Road Lathrop, CA 95330			
Clock Number:		Department: 400		Period End: 9/25/2020		Pay Type: Hourly					
SSN: XXX-XX-4703		Federal Filing: Married		Exemptions: 4		Additional Tax:					
Company Id: 200188		State Filing: Head of		Exemptions: 3		Additional Tax:					
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message			
V783453		\$0.00		\$2,804.41		\$2,135.30					
EARNINGS						TAXES			DEDUCTIONS		
*Not Included in Totals											
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
PTO	24.7200	24.00	593.28	48.00	1,166.40	SOC SEC EE	171.14	3,810.29	401(k)	56.09	1,247.65
Nightshift	25.7200	48.00	1,234.56	1,283.35	32,450.00	MED EE	40.03	891.12	401(k) Loan	70.46	1,479.66
Hrs Not Wk	24.7200	4.00	98.88	4.00	98.88	FEDERAL WH	175.00	3,977.84	Dental Pre-Tax	36.72	771.12
Nightshift OT	38.5800	22.75	877.69	628.98	23,831.22	CALIFORNIA WH	51.60	1,338.11	Vision Pre-Tax	5.32	111.72
*401(k) Match		0.00	42.07	0.00	935.74	CALIFORNIA SDI	27.60	614.56	VolLife Pre-Tax	2.08	43.68
*ER Medical		0.00	1,114.71	0.00	23,408.91				Vol Life EE	2.08	43.68
*ER Dental		0.00	36.72	0.00	771.12				Purchases	30.99	464.00
*ER Vision		0.00	5.32	0.00	111.72						
*ER Life		0.00	1.85	0.00	38.85						
*ER AD&D		0.00	0.69	0.00	14.49						
*ER Life - Dep		0.00	2.47	0.00	51.87						
*ER LTD		0.00	4.24	0.00	87.00						
*ERLasik/Hearing		0.00	0.74	0.00	15.54						
*ER Pharmacy		0.00	110.74	0.00	2,325.54						
Holiday		0.00	0.00	55.68	1,356.38						
Bonus		0.00	0.00	0.00	1,650.16						
Night Sft Not W		0.00	0.00	6.00	152.64						
Double Time		0.00	0.00	16.77	807.38						
Sick		0.00	0.00	36.00	869.76						
Total:						Total:			Total:		
98.75 2,804.41 2,078.78 62,382.82						465.37 10,631.92			203.74 4,161.51		
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
PTO	Accrued:	0.0000	Taken:	24.00	Balance:	60.00	Checking		Deposit Amount:	2,135.30	
Sick	Accrued:	0.0000	Taken:	0.00	Balance:	24.00					
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance:	80.00					

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE 10/1/2020	VOUCHER ID V783453
TOTAL NET PAY *****\$2,135.30	

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS					
Employee #:	20455	Division:	2	Period Begin:	9/26/2020	Check Date:	10/15/2020	250 E Roth Road Lathrop, CA 95330			
Clock Number:		Department:	400	Period End:	10/9/2020	Pay Type:	Hourly				
SSN:	XXX-XX-4703	Federal Filing:	Married	Exemptions:	4	Additional Tax:					
Company Id:	200188	State Filing:	Head of	Exemptions:	3	Additional Tax:					
Voucher Id	Check Amount	Gross Pay		Net Pay		Check Message					
V799245	\$0.00	\$2,917.67		\$2,246.86							
EARNINGS						TAXES			DEDUCTIONS		
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Nightshift	25.7200	64.00	1,646.08	1,347.35	34,096.08	SOC SEC EE	178.16	3,988.45	401(k)	58.35	1,306.00
Night Sft Not W	25.7200	2.00	51.44	8.00	204.08	MED EE	41.66	932.78	401(k) Loan	70.46	1,550.12
Double Time	49.4400	0.73	36.10	17.50	843.48	FEDERAL WH	188.32	4,166.16	Dental Pre-Tax	36.72	807.84
Nightshift OT	38.5684	30.70	1,184.05	659.68	25,015.27	CALIFORNIA WH	58.92	1,397.03	Vision Pre-Tax	5.32	117.04
*401(k) Match		0.00	43.76	0.00	979.50	CALIFORNIA SDI	28.74	643.30	VolLife Pre-Tax	2.08	45.76
*ER Medical		0.00	1,114.71	0.00	24,523.62				Vol Life EE	2.08	45.76
*ER Dental		0.00	36.72	0.00	807.84				Purchases	0.00	464.00
*ER Vision		0.00	5.32	0.00	117.04						
*ER Life		0.00	1.85	0.00	40.70						
*ER AD&D		0.00	0.69	0.00	15.18						
*ER Life - Dep		0.00	2.47	0.00	54.34						
*ER LTD		0.00	4.24	0.00	91.24						
*ERLasik/Hearing		0.00	0.74	0.00	16.28						
*ER Pharmacy		0.00	110.74	0.00	2,436.28						
Holiday		0.00	0.00	55.68	1,356.38						
PTO		0.00	0.00	48.00	1,166.40						
Bonus		0.00	0.00	0.00	1,650.16						
Hrs Not Wk		0.00	0.00	4.00	98.88						
Sick		0.00	0.00	36.00	869.76						
Total:	97.43		2,917.67	2,176.21	65,300.49	Total:	495.80	11,127.72	Total:	175.01	4,336.52
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
PTO	Accrued:	0.0000	Taken:	0.00	Balance	60.00	Checking		Deposit Amount:	2,246.86	
Sick	Accrued:	0.0000	Taken:	0.00	Balance	24.00					
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	80.00					

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
10/15/2020	V799245

TOTAL NET PAY
*****\$2,246.86

20455 2 400



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS									
Employee #: 20455		Division: 2		Period Begin: 10/10/2020		Check Date: 10/29/2020		250 E Roth Road Lathrop, CA 95330							
Clock Number:		Department: 400		Period End: 10/23/2020		Pay Type: Hourly									
SSN: XXX-XX-4703		Federal Filing: Married		Exemptions: 4		Additional Tax:									
Company Id: 200188		State Filing: Head of		Exemptions: 3		Additional Tax:									
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message							
V811101		\$0.00		\$2,705.31		\$2,045.78									
EARNINGS						*Not Included In Totals			TAXES		DEDUCTIONS				
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD				
Nightshift	25.7200	55.83	1,435.95	1,403.18	35,532.03	SOC SEC EE	164.99	4,153.44	401(k)	54.11	1,360.11				
Sick	24.7200	16.00	395.52	52.00	1,265.28	MED EE	38.59	971.37	401(k) Loan	70.46	1,620.58				
Nightshift OT	38.5800	22.65	873.84	682.33	25,889.11	FEDERAL WH	163.35	4,329.51	Dental Pre-Tax	36.72	844.56				
*401(k) Match		0.00	40.58	0.00	1,020.08	CALIFORNIA WH	45.19	1,442.22	Vision Pre-Tax	5.32	122.36				
*ER Medical		0.00	1,114.71	0.00	25,638.33	CALIFORNIA SDI	26.61	669.91	VolLife Pre-Tax	2.08	47.84				
*ER Dental		0.00	36.72	0.00	844.56				Vol Life EE	2.08	47.84				
*ER Vision		0.00	5.32	0.00	122.36				Purchases	50.03	514.03				
*ER Life		0.00	1.85	0.00	42.55										
*ER AD&D		0.00	0.69	0.00	15.87										
*ER Life - Dep		0.00	2.47	0.00	56.81										
*ER LTD		0.00	4.24	0.00	95.48										
*ERLasik/Hearing		0.00	0.74	0.00	17.02										
*ER Pharmacy		0.00	110.74	0.00	2,547.02										
Holiday		0.00	0.00	55.68	1,356.38										
PTO		0.00	0.00	48.00	1,166.40										
Bonus		0.00	0.00	0.00	1,650.16										
Night Sft Not W		0.00	0.00	8.00	204.08										
Double Time		0.00	0.00	17.50	843.48										
Hrs Not Wk		0.00	0.00	4.00	98.88										
Total:						94.48	2,705.31	2,270.69	68,005.80	Total:	438.73	11,566.45	Total:	220.80	4,557.32
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY									
PTO	Accrued:	0.0000	Taken:	0.00	Balance:	60.00	Checking	[REDACTED]		Deposit Amount:	2,045.78				
Sick	Accrued:	0.0000	Taken:	16.00	Balance:	8.00									
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance:	80.00									

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
10/29/2020	V811101

TOTAL NET PAY
*****\$2,045.78

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS					
Employee #: 20455		Division: 2		Period Begin: 10/24/2020		Check Date: 11/12/2020		250 E Roth Road Lathrop, CA 95330			
Clock Number:		Department: 400		Period End: 11/6/2020		Pay Type: Hourly					
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:					
		State Filing: Head of		Exemptions: 3		Additional Tax:					
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message			
V825338		\$0.00		\$3,101.12		\$2,375.48					
EARNINGS						TAXES		DEDUCTIONS			
*Not Included in Totals											
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Nightshift	25.7200	72.00	1,851.84	1,475.18	37,383.87	SOC SEC EE	189.54	4,342.98	401(k)	62.02	1,422.13
Nightshift OT	38.5800	31.10	1,199.84	713.43	27,088.95	MED EE	44.33	1,015.70	401(k) Loan	70.46	1,691.04
*401(k) Match		0.00	46.52	0.00	1,066.60	FEDERAL WH	209.90	4,539.41	Dental Pre-Tax	36.72	881.28
*ER Medical		0.00	1,114.71	0.00	26,753.04	CALIFORNIA WH	72.62	1,514.84	Vision Pre-Tax	5.32	127.68
*ER Dental		0.00	36.72	0.00	881.28	CALIFORNIA SDI	30.57	700.48	Vol Life Pre-Tax	2.08	49.92
*ER Vision		0.00	5.32	0.00	127.68				Vol Life EE	2.08	49.92
*ER Life		0.00	1.85	0.00	44.40				Purchases	0.00	514.03
*ER AD&D		0.00	0.69	0.00	16.56						
*ER Life - Dep		0.00	2.47	0.00	59.28						
*ER LTD		0.00	4.24	0.00	99.72						
*ERLasik/Hearing		0.00	0.74	0.00	17.76						
*ER Pharmacy		0.00	110.74	0.00	2,657.76						
CA Sup Sick	24.7200	2.00	49.44	2.00	49.44						
Holiday		0.00	0.00	55.68	1,356.38						
PTO		0.00	0.00	48.00	1,166.40						
Bonus		0.00	0.00	0.00	1,650.16						
Night Sft Not W		0.00	0.00	8.00	204.08						
Double Time		0.00	0.00	17.50	843.48						
Hrs Not Wk		0.00	0.00	4.00	98.88						
Sick		0.00	0.00	52.00	1,265.28						
Total:						Total:		Total:		Total:	
105.10 3,101.12 2,375.79 71,106.92						546.96 12,113.41		178.68 4,736.00			
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
PTO	Accrued: 0.0000	Taken: 0.00	Balance	60.00		Checking			Deposit Amount:	2,375.48	
Sick	Accrued: 0.0000	Taken: 0.00	Balance	8.00							
CA Sup Sick	Accrued: 0.0000	Taken: 2.00	Balance	78.00							

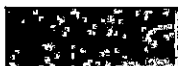
DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
11/12/2020	V825338

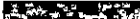
TOTAL NET PAY
*****\$2,375.48

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS									
Employee #: 20455		Division: 2		Period Begin: 11/7/2020		Check Date: 11/25/2020		250 E Roth Road Lathrop, CA 95330							
Clock Number:		Department: 400		Period End: 11/20/2020		Pay Type: Hourly									
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:									
		State Filing: Head of		Exemptions: 3		Additional Tax:									
Voucher Id	Check Amount	Gross Pay		Net Pay		Check Message									
V837640	\$0.00	\$3,025.92		\$2,263.83											
EARNINGS						*Not Included in Totals			TAXES			DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD	Description	Current	YTD	
Bonus		0.00	211.64	0.00	1,861.80	SOC SEC EE	184.87	4,527.85	401(k)	60.52	1,482.65				
Nightshift	25.7200	64.00	1,646.08	1,539.18	39,029.95	MED EE	43.23	1,058.93	401(k) Loan	70.46	1,761.50				
Nightshift OT	38.5800	30.28	1,168.20	743.71	28,257.15	FEDERAL WH	201.05	4,740.46	Dental Pre-Tax	36.72	918.00				
*401(k) Match		0.00	45.39	0.00	1,111.99	CALIFORNIA WH	66.13	1,580.97	Vision Pre-Tax	5.32	133.00				
*ER Medical		0.00	1,114.71	0.00	27,867.75	CALIFORNIA SDI	29.82	730.30	VolLife Pre-Tax	2.08	52.00				
*ER Dental		0.00	36.72	0.00	918.00				Vol Life EE	2.08	52.00				
*ER Vision		0.00	5.32	0.00	133.00				Purchases	59.81	573.84				
*ER Life		0.00	1.85	0.00	46.25										
*ER AD&D		0.00	0.69	0.00	17.25										
*ER Life - Dep		0.00	2.47	0.00	61.75										
*ER LTD		0.00	4.24	0.00	103.96										
*ERLasik/Hearing		0.00	0.74	0.00	18.50										
*ER Pharmacy		0.00	110.74	0.00	2,768.50										
Holiday		0.00	0.00	55.68	1,356.38										
PTO		0.00	0.00	48.00	1,166.40										
Night Sft Not W		0.00	0.00	8.00	204.08										
Double Time		0.00	0.00	17.50	843.48										
Hrs Not Wk		0.00	0.00	4.00	98.88										
Sick		0.00	0.00	52.00	1,265.28										
CA Sup Sick		0.00	0.00	2.00	49.44										
Total:						94.28	3,025.92	2,470.07	74,132.84	Total:	525.10	12,638.51	Total:	236.99	4,972.99
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY									
PTO	Accrued: 0.0000	Taken: 0.00	Balance	60.00	Checking					Deposit Amount:		2,263.83			
Sick	Accrued: 0.0000	Taken: 0.00	Balance	8.00											
CA Sup Sick	Accrued: 0.0000	Taken: 0.00	Balance	78.00											

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
11/25/2020	V837640
TOTAL NET PAY	
*****\$2,263.83	

20455 2 400



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS					
Employee #: 20455		Division 2		Period Begin: 11/21/2020		Check Date: 12/10/2020		250 E Roth Road Lathrop, CA 95330			
Clock Number:		Department 400		Period End: 12/4/2020		Pay Type: Hourly					
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:					
		State Filing: Head of		Exemptions: 3		Additional Tax:					
Voucher Id	Check Amount	Gross Pay		Net Pay		Check Message					
V854074	\$0.00	\$3,643.33		\$2,747.29							
EARNINGS						TAXES		DEDUCTIONS			
*Not included in Totals											
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Holiday	24.7200	12.12	299.61	67.80	1,655.99	SOC SEC EE	223.15	4,813.00	401(k)	72.87	1,575.52
Nightshift	25.7200	63.88	1,642.99	1,603.06	40,672.94	MED EE	52.19	1,125.62	401(k) Loan	70.46	1,831.96
Jury Duty	24.7200	4.00	98.88	4.00	98.88	FEDERAL WH	273.66	5,014.12	Dental Pre-Tax	36.72	954.72
Double Time	49.4400	11.78	582.40	29.28	1,425.88	CALIFORNIA WH	121.52	1,702.49	Vision Pre-Tax	5.32	138.32
Nightshift OT	38.4262	26.53	1,019.45	770.24	29,276.60	CALIFORNIA SDI	35.99	776.29	VolLife Pre-Tax	2.08	54.08
*401(k) Match		0.00	54.65	0.00	1,181.64				Vol Life EE	2.08	54.08
*ER Medical		0.00	1,114.71	0.00	28,982.46				Purchases	0.00	573.84
*ER Dental		0.00	36.72	0.00	954.72						
*ER Vision		0.00	5.32	0.00	138.32						
*ER Life		0.00	1.85	0.00	48.10						
*ER AD&D		0.00	0.69	0.00	17.94						
*ER Life - Dep		0.00	2.47	0.00	64.22						
*ER LTD		0.00	4.24	0.00	108.20						
*ERLasik/Hearing		0.00	0.74	0.00	19.24						
*ER Pharmacy		0.00	110.74	0.00	2,879.24						
PTO		0.00	0.00	48.00	1,166.40						
Bonus		0.00	0.00	0.00	2,861.80						
Night Sft Not W		0.00	0.00	8.00	204.08						
Hrs Not Wk		0.00	0.00	4.00	98.88						
Sick		0.00	0.00	52.00	1,265.28						
CA Sup Sick		0.00	0.00	2.00	49.44						
Total:						706.51	13,431.52	Total:	189.53	5,182.52	
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
PTO	Accrued: 0.0000	Taken: 0.00		Balance 60.00		Checking		Deposit Amount:		2,747.29	
Sick	Accrued: 0.0000	Taken: 0.00		Balance 8.00							
CA Sup Sick	Accrued: 0.0000	Taken: 0.00		Balance 78.00							

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
12/10/2020	V854074
TOTAL NET PAY	
*****\$2,747.29	

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS							
Employee #: 20455		Division: 2		Period Begin: 11/26/2020		Check Date: 12/4/2020		250 E Roth Road Lathrop, CA 95330					
Clock Number:		Department: 400		Period End: 12/1/2020		Pay Type: Hourly							
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:							
		State Filing: Head of		Exemptions: 3		Additional Tax:							
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message					
V848626		\$0.00		\$1,000.00		\$893.50							
EARNINGS						*Not included in Totals		TAXES			DEDUCTIONS		
Description		Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD	
Bonus		0.00		1,000.00	0.00	2,861.80	SOC SEC EE	62.00	4,589.85	401(k)	20.00	1,502.65	
*401(k) Match		0.00		15.00	0.00	1,126.99	MED EE	14.50	1,073.43	401(k) Loan	0.00	1,761.50	
Holiday		0.00		0.00	55.68	1,356.38	FEDERAL WH	0.00	4,740.46	Dental Pre-Tax	0.00	918.00	
PTO		0.00		0.00	48.00	1,166.40	CALIFORNIA WH	0.00	1,580.97	Vision Pre-Tax	0.00	133.00	
Nightshift		0.00		0.00	1,539.18	39,029.95	CALIFORNIA SDI	10.00	740.30	VolLife Pre-Tax	0.00	52.00	
Night SR Not W		0.00		0.00	8.00	204.08				Vol Life EE	0.00	52.00	
Double Time		0.00		0.00	17.50	843.48				Purchases	0.00	573.84	
Hrs Not Wk		0.00		0.00	4.00	98.88							
Sick		0.00		0.00	52.00	1,265.28							
Nightshift OT		0.00		0.00	743.71	28,257.15							
*ER Medical		0.00		0.00	0.00	27,867.75							
*ER Dental		0.00		0.00	0.00	918.00							
*ER Vision		0.00		0.00	0.00	133.00							
*ER Life		0.00		0.00	0.00	46.25							
*ER AD&D		0.00		0.00	0.00	17.25							
*ER Life - Dep		0.00		0.00	0.00	61.75							
*ER LTD		0.00		0.00	0.00	103.96							
*ERLasik/Hearing		0.00		0.00	0.00	18.50							
*ER Pharmacy		0.00		0.00	0.00	2,768.50							
CA Sup Sick		0.00		0.00	2.00	49.44							
Total:		0.00		1,000.00	2,470.07	75,132.84	Total:	86.50	12,725.01	Total:	20.00	4,992.99	
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY							
PTO	Accrued:	0.0000	Taken:	0.00	Balance	60.00	Checking			Deposit Amount:	893.50		
Sick	Accrued:	0.0000	Taken:	0.00	Balance	8.00							
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	78.00							

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
12/4/2020	V848626

TOTAL NET PAY
*****\$893.50

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR							DIAMOND PET FOODS														
Employee #: 20455		Division: 2		Period Begin: 12/19/2020		Check Date: 1/7/2021		250 E Roth Road Lathrop, CA 95330													
Clock Number:		Department: 400		Period End: 1/1/2021		Pay Type: Hourly															
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:															
		State Filing: Head of		Exemptions: 3		Additional Tax:															
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message													
V881715		\$0.00		\$3,527.34		\$2,665.85															
EARNINGS						*Not Included In Totals			TAXES			DEDUCTIONS									
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD										
Holiday	24.7200	19.72	487.48	19.72	487.48	SOC SEC EE	215.96	215.96	401(k)	70.55	70.55										
Nightshift	25.7200	56.00	1,440.32	56.00	1,440.32	MED EE	50.51	50.51	401(k) Loan	70.46	70.46										
Double Time	49.4400	11.78	582.40	11.78	582.40	FEDERAL WH	258.52	258.52	Dental Pre-Tax	36.72	36.72										
Nightshift OT	38.4260	26.47	1,017.14	26.47	1,017.14	CALIFORNIA WH	106.66	106.66	Vision Pre-Tax	5.32	5.32										
*401(k) Match		0.00	52.91	0.00	52.91	CALIFORNIA SDI	41.80	41.80	VolLife Pre-Tax	2.08	2.08										
*ER Medical		0.00	1,237.22	0.00	1,237.22				Vol Life EE	2.91	2.91										
*ER Dental		0.00	38.28	0.00	38.28																
*ER Vision		0.00	5.32	0.00	5.32																
*ER Life		0.00	1.85	0.00	1.85																
*ER AD&D		0.00	0.69	0.00	0.69																
*ER Life - Dep		0.00	2.47	0.00	2.47																
*ER LTD		0.00	4.24	0.00	4.24																
*ERLasik/Hearing		0.00	0.74	0.00	0.74																
*ER Pharmacy		0.00	246.12	0.00	246.12																
Total:												113.97	3,527.34	113.97	3,527.34	Total:	673.45	673.45	Total:	188.04	188.04
CURRENT PERIOD LEAVE ACCRUAL												DISTRIBUTION OF NET PAY									
PTO	Accrued:	0.0000	Taken:	0.00	Balance	180.00	Checking						Deposit Amount:	2,665.85							
Sick	Accrued:	0.0000	Taken:	0.00	Balance	8.00															
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	0.00															

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
1/7/2021	V881715
TOTAL NET PAY	
*****\$2,665.85	

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS									
Employee #: 20455		Division 2		Period Begin: 1/2/2021		Check Date: 1/21/2021		250 E Roth Road Lathrop, CA 95330							
Clock Number:		Department 400		Period End: 1/15/2021		Pay Type: Hourly									
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:									
		State Filing: Head of		Exemptions: 3		Additional Tax:									
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message							
V895987		\$0.00		\$3,200.52		\$2,364.44									
EARNINGS						*Not Included In Totals			TAXES			DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD				
PTO	24.7200	12.00	296.64	12.00	296.64	SOC SEC EE	195.70	411.66	401(k)	64.01	134.56				
Nightshift	25.7200	63.73	1,639.14	119.73	3,079.46	MED EE	45.76	96.27	401(k) Loan	70.46	140.92				
Ngght Sft Not W	25.7200	1.00	25.72	1.00	25.72	FEDERAL WH	220.09	478.61	Dental Pre-Tax	36.72	73.44				
Double Time	49.4400	2.05	101.36	13.83	683.76	CALIFORNIA WH	78.48	185.14	Vision Pre-Tax	5.32	10.64				
Sick	24.7200	4.00	98.88	4.00	98.88	CALIFORNIA SDI	37.88	79.68	VolLife Pre-Tax	2.08	4.16				
Nightshift OT	38.5447	26.95	1,038.78	53.42	2,055.92				Vol Life EE	2.91	5.82				
*401(k) Match	0.00	0.00	48.01	0.00	100.92				Purchases	76.67	76.67				
*ER Medical	0.00	0.00	1,237.22	0.00	2,474.44										
*ER Dental	0.00	0.00	38.28	0.00	76.56										
*ER Vision	0.00	0.00	5.32	0.00	10.64										
*ER Life	0.00	0.00	1.85	0.00	3.70										
*ER AD&D	0.00	0.00	0.69	0.00	1.38										
*ER Life - Dep	0.00	0.00	2.47	0.00	4.94										
*ER LTD	0.00	0.00	4.24	0.00	8.48										
*ERLasik/Hearing	0.00	0.00	0.74	0.00	1.48										
*ER Pharmacy	0.00	0.00	246.12	0.00	492.24										
Holiday	0.00	0.00	0.00	19.72	487.48										
Total:						109.73	3,200.52	223.70	6,727.86	Total:	577.91	1,251.36	Total:	258.17	446.21
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY									
PTO	Accrued:	0.0000	Taken:	12.00	Balance	168.00	Checking					Deposit Amount:			2,364.44
Sick	Accrued:	0.0000	Taken:	4.00	Balance	4.00									
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	0.00									

Statement of Earnings For: ETHAN W. STARR						DIAM PET FOODS								
Employee #: 20455		Division 2		Period Begin: 1/16/2021		Check Date: 2/4/2021		250 E Roth Road Lathrop, CA 95330						
Clock Number:		Department: 400		Period End: 1/29/2021		Pay Type: Hourly								
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:								
		State Filing: Head of		Exemptions: 3		Additional Tax:								
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message						
V909348		\$0.00		\$2,191.97		\$1,721.21								
EARNINGS						*Not included in Totals			TAXES			DEDUCTIONS		
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD			
PTO	24.7200	4.00	98.88	16.00	395.52	SOC SEC EE	133.16	544.82	401(k)	43.84	178.40			
Nightshift	25.7200	53.00	1,363.16	172.73	4,442.62	MED EE	31.15	127.42	401(k) Loan	70.46	211.38			
Nightshift OT	38.5800	18.92	729.93	72.34	2,785.85	FEDERAL WH	101.48	580.09	Dental Pre-Tax	36.72	110.16			
*401(k) Match		0.00	32.88	0.00	133.80	CALIFORNIA WH	17.87	203.01	Vision Pre-Tax	5.32	15.96			
*ER Medical		0.00	1,237.22	0.00	3,711.66	CALIFORNIA SDI	25.77	105.45	VolLife Pre-Tax	2.08	6.24			
*ER Dental		0.00	38.28	0.00	114.84				Vol Life EE	2.91	8.73			
*ER Vision		0.00	5.32	0.00	15.96				Purchases	0.00	76.67			
*ER Life		0.00	1.85	0.00	5.55									
*ER AD&D		0.00	0.69	0.00	2.07									
*ER Life - Dep		0.00	2.47	0.00	7.41									
*ER LTD		0.00	4.24	0.00	12.72									
*ERLasik/Hearing		0.00	0.74	0.00	2.22									
*ER Pharmacy		0.00	246.12	0.00	738.36									
Holiday		0.00	0.00	19.72	487.48									
Night Sft Not W		0.00	0.00	1.00	25.72									
Double Time		0.00	0.00	13.83	683.76									
Sick		0.00	0.00	4.00	98.88									
Total:							309.43	1,560.79	Total:	161.33	607.54			
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY								
PTO	Accrued:	0.0000	Taken:	4.00	Balance: 164.00	Checking				Deposit Amount:	1,721.21			
Sick	Accrued:	0.0000	Taken:	0.00	Balance: 4.00									
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance: 0.00									

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
2/4/2021	V909348

TOTAL NET PAY
*****\$1,721.21

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS								
Employee #: 20455		Division 2		Period Begin: 1/30/2021		Check Date: 2/18/2021		250 E Roth Road Lathrop, CA 95330						
Clock Number:		Department 400		Period End: 2/12/2021		Pay Type: Hourly								
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:								
		State Filing: Head of		Exemptions: 3		Additional Tax:								
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message						
V923120		\$0.00		\$3,160.86		\$2,299.12								
EARNINGS						*Not Included in Totals			TAXES			DEDUCTIONS		
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD			
Nightshift	25.7200	72.00	1,851.84	244.73	6,294.46	SOC SEC EE	193.24	738.06	401(k)	63.22	241.62			
Nightshift OT	38.5800	33.93	1,309.02	106.27	4,094.87	MED EE	45.19	172.61	401(k) Loan	70.46	281.84			
*401(k) Match		0.00	47.41	0.00	181.21	FEDERAL WH	215.42	795.51	Dental Pre-Tax	36.72	146.88			
*ER Medical		0.00	1,237.22	0.00	4,948.88	CALIFORNIA WH	75.05	278.06	Vision Pre-Tax	5.32	21.28			
*ER Dental		0.00	38.28	0.00	153.12	CALIFORNIA SDI	37.40	142.85	VolLife Pre-Tax	2.08	8.32			
*ER Vision		0.00	5.32	0.00	21.28				Vol Life EE	2.91	11.64			
*ER Life		0.00	1.85	0.00	7.40				Purchases	114.73	191.40			
*ER AD&D		0.00	0.69	0.00	2.76									
*ER Life - Dep		0.00	2.47	0.00	9.88									
*ER LTD		0.00	4.24	0.00	16.96									
*ERLasik/Hearing		0.00	0.74	0.00	2.96									
*ER Pharmacy		0.00	246.12	0.00	984.48									
Holiday		0.00	0.00	19.72	487.48									
PTO		0.00	0.00	16.00	395.52									
Night Sft Not W		0.00	0.00	1.00	25.72									
Double Time		0.00	0.00	13.83	683.76									
Sick		0.00	0.00	4.00	98.88									

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
2/18/2021	V923120

TOTAL NET PAY
*****\$2,299.12

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR							DIAMOND PET FOODS								
Employee #: 20455		Division 2		Period Begin: 2/13/2021		Check Date: 3/4/2021		250 E Roth Road Lathrop, CA 95330							
Clock Number:		Department: 400		Period End: 2/26/2021		Pay Type: Hourly									
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:									
		State Filing: Head of		Exemptions: 3		Additional Tax:									
Voucher Id	Check Amount	Gross Pay		Net Pay		Check Message									
V936593	\$0.00	\$3,054.02		\$2,340.29											
EARNINGS						*Not Included in Totals			TAXES			DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD				
Bonus		0.00	208.62	0.00	208.62	SOC SEC EE	186.61	924.67	401(k)	61.08	302.70				
Nightshift	25.7200	64.00	1,646.08	308.73	7,940.54	MED EE	43.64	216.25	401(k) Loan	70.46	352.30				
Night Sft Rot W	25.7200	1.00	25.72	2.00	51.44	FEDERAL WH	202.86	998.37	Dental Pre-Tax	36.72	183.60				
Nightshift OT	38.5800	30.42	1,173.60	136.69	5,268.47	CALIFORNIA WH	65.93	343.99	Vision Pre-Tax	5.32	26.60				
*401(k) Match		0.00	45.81	0.00	227.02	CALIFORNIA SDI	36.12	178.97	VolLife Pre-Tax	2.08	10.40				
*ER Medical		0.00	1,237.22	0.00	6,186.10				Vol Life EE	2.91	14.55				
*ER Dental		0.00	38.28	0.00	191.40				Purchases	0.00	191.40				
*ER Vision		0.00	5.32	0.00	26.60										
*ER Life		0.00	1.85	0.00	9.25										
*ER AD&D		0.00	0.69	0.00	3.45										
*ER Life - Dep		0.00	2.47	0.00	12.35										
*ER LTD		0.00	4.24	0.00	21.20										
*ERLasik/Hearing		0.00	0.74	0.00	3.70										
*ER Pharmacy		0.00	246.12	0.00	1,230.60										
Holiday		0.00	0.00	19.72	487.48										
PTO		0.00	0.00	16.00	395.52										
Double Time		0.00	0.00	13.83	683.76										
Sick		0.00	0.00	4.00	98.88										
Total:						95.42	3,054.02	500.97	15,134.71	Total:	535.16	2,662.25	Total:	178.57	1,081.55
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY									
PTO	Accrued:	0.0000	Taken:	0.00	Balance 164.00	Checking					Deposit Amount:	2,340.29			
Sick	Accrued:	0.0000	Taken:	0.00	Balance 4.00										
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance 0.00										

DIAMOND PET FOODS
250 E Roth Road
Lathrop, CA 95330

CHECK DATE	VOUCHER ID
3/4/2021	V936593
TOTAL NET PAY	
*****\$2,340.29	

20455 2 400

ETHAN W. STARR



NOT NEGOTIABLE

Statement of Earnings For: ETHAN W. STARR						DIAMOND PET FOODS 250 E Roth Road Lathrop, CA 95330					
Employee #: 20455		Division: 2		Period Begin: 2/27/2021		Check Date: 3/18/2021					
Clock Number:		Department: 400		Period End: 3/12/2021		Pay Type: Hourly					
Company Id: 200188		Federal Filing: Married		Exemptions: 4		Additional Tax:					
		State Filing: Head of		Exemptions: 3		Additional Tax:					
Voucher Id	Check Amount	Gross Pay	Net Pay		Check Message						
V950683	\$0.00	\$2,469.63	\$1,863.51								
EARNINGS				*Not included In Totals		TAXES		DEDUCTIONS			
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Nightshift	25.7200	56.00	1,440.32	364.73	9,380.86	SOC SEC EE	150.39	1,075.06	401(k)	49.39	352.09
Nightshift OT	38.5800	26.68	1,029.31	163.37	6,297.78	MED EE	35.17	251.42	401(k) Loan	70.46	422.76
*401(k) Match		0.00	37.04	0.00	264.06	FEDERAL WH	134.13	1,132.50	Dental Pre-Tax	36.72	220.32
*ER Medical		0.00	1,237.22	0.00	7,423.32	CALIFORNIA WH	29.84	373.83	Vision Pre-Tax	5.32	31.92
*ER Dental		0.00	38.28	0.00	229.68	CALIFORNIA SDI	29.11	208.08	VolLife Pre-Tax	2.08	12.48
*ER Vision		0.00	5.32	0.00	31.92				Vol Life EE	2.91	17.46
*ER Life		0.00	1.85	0.00	11.10				Purchases	60.60	252.00
*ER AD&D		0.00	0.69	0.00	4.14						
*ER Life - Dep		0.00	2.47	0.00	14.82						
*ER LTD		0.00	4.24	0.00	25.44						
*ERLasik/Hearing		0.00	0.74	0.00	4.44						
*ER Pharmacy		0.00	246.12	0.00	1,476.72						
Holiday		0.00	0.00	19.72	487.48						
PTO		0.00	0.00	16.00	395.52						
Bonus		0.00	0.00	0.00	208.62						
Night Sft Not W		0.00	0.00	2.00	51.44						
Double Time		0.00	0.00	13.83	683.76						
Sick		0.00	0.00	4.00	98.88						
Total:	82.68	2,469.63	583.65	17,604.34	Total:	378.64	3,040.89	Total:	227.48	1,309.03	
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
PTO	Accrued:	0.0000	Taken:	0.00	Balance	164.00	Checking		Deposit Amount:	1,863.51	
Sick	Accrued:	0.0000	Taken:	0.00	Balance	4.00					
CA Sup Sick	Accrued:	0.0000	Taken:	0.00	Balance	0.00					

Exhibit 2

Diamond Pet Foods

Employee Perfect Attendance Program

Employees may earn monetary awards on a bi-annual basis if their attendance for that time period matches that of the said below criteria. Employees can earn \$100.00 for each time period (biannually). The time periods are January 1st through June 30th and July 1st through December 31st.

Employees must be Diamond employees for the entire Perfect Attendance time period to be eligible.

Perfect Attendance Criteria

Approved Absences

The following absences will be considered Approved Absences for the sake of eligibility for the Perfect Attendance Criteria as long as the criteria is met for each specific type of absence listed.

1. CA Sick Pay - The use of CA Sick Pay for absences where the employee or their immediate family member are ill or have a health appointment with approval.
2. Bereavement Leave - The use of Bereavement Pay as outlined in the employee handbook with proof and approval.
3. Jury Duty - The use of Jury Duty as outlined in the employee handbook with proof and approval.
4. PTO - The use of PTO time that was approved and requested at minimum of 2 weeks in advance.

Unapproved Absences

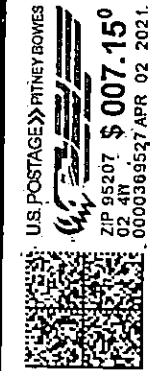
The following absences will be considered as Unapproved Absences for the sake of eligibility for the Perfect Attendance Criteria. This is a partial listing and not an all-inclusive listing of unapproved absences.

1. Tardies
2. Unapproved Leave Early
3. Unapproved time off
4. FMLA/CFRA Leave of Absences
5. Diamond Leave of Absences
6. Doctor's 'Excuse from Work' without the use of CA Sick Pay
7. Unapproved extended lunches

Award System

All employees who meet the above criteria for the designated time period will receive \$100.00 in cash for that time period. A total of \$200.00 in cash is attainable per year.

03/27/2019



LAW OFFICES
MAYALL, HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8266

Schell & Kampeter, Inc.
103 N. Olive
Meta, MO 65058

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 2453 Grand Canal Boulevard, Stockton, California 95207 that is located in the county where the mailing and/or delivery below took place.

On August 13, 2021, I served the following document:

FIRST AMENDED CLASS ACTION COMPLAINT

addressed to:

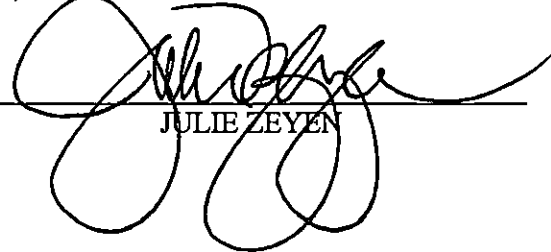
Alfred L. Sanderson Jr.
Seyfarth Shaw LLP
560 Mission Street, 31st Floor
San Francisco, CA 94105
Phone: (415) 397-2823
Facsimile: (415) 397-8549
Email: asanderson@seyfarth.com
Attorneys for Defendant

Scott P. Mallery
Seyfarth Shaw LLP
400 Capitol Mall, Suite 2350
Sacramento, CA 95814
Phone: (916) 448-0159
Facsimile: (916) 558-4839
Email: smallery@seyfarth.com
Attorneys for Defendant

☒ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 13, 2021, at Stockton, California.


JULIE ZEYEN