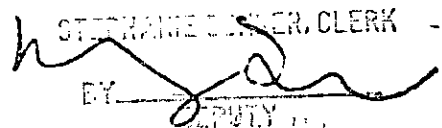


FILED
SUPERIOR COURT-STOCKTON

2024 JAN -5 AM 10:39

STEPHANIE D. BAKER, CLERK

BY  DEPUTY

MAYALL HURLEY P.C.
WILLIAM J. GORHAM III (SBN: 151773)
wgorham@mayallaw.com
VLADIMIR J. KOZINA (SBN: 284645)
vjkozina@mayallaw.com
ROBERT J. WASSERMANN (SBN: 258538)
rwassermann@mayallaw.com
112 South Church Street
Lodi, California 95240
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

Attorneys for Plaintiff TERESA MACIEL and the putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

TERESA MACIEL, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No.: STK-CV-UOE-2023-11530

FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE
COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES
2. FAILURE TO PAY SICK TIME AT THE REGULAR RATE OF PAY
3. FAILURE TO PAY MEAL PREMIUM WAGES AT THE REGULAR RATE OF PAY
4. FAILURE TO TIMELY PAY WAGES AT CESSATION OF EMPLOYMENT
5. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
6. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.
7. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")

JURY TRIAL DEMANDED

Plaintiff Teresa Maciel ("Maciel") brings this action against Schell & Kampeter, Inc. ("Schell") and Does 1-10, inclusive as referred to herein, for unpaid wages, statutory penalties,

1 injunctive relief, civil penalties under PAGA, costs, and attorney's fees resulting from the defendants'
2 unlawful conduct both individually and on behalf of all similarly situated individuals, as defined below
3 in Paragraph 22. As grounds Maciel therefore alleges:

4 PARTIES

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

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

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

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

18 VENUE AND JURY TRIAL DEMAND

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

22 CLASS ALLEGATIONS

23 6. Maciel brings this action both individually and on behalf of all others similarly situated
24 to her, pursuant to Code of Civil Procedure § 382.

25 7. Maciel was employed by Schell in San Joaquin County as a non-exempt, hourly
26 employee.

27 8. During the relevant time period, Maciel and Schell's other non-exempt, hourly
28 employees, current and former, were entitled to and earned various non-discretionary bonuses,

1 commissions, and other items of compensation that were not factored into their regular rates of pay for
2 purposes of overtime compensation.

3 9. For example, Maciel and other non-exempt, hourly employees of Schell were eligible
4 for and earned safety bonuses, identified on their wage statements by the line item "Bonus," which
5 bonuses were payable to employees who did not have any safety-related incidents during the course of
6 a quarter.

7 10. This safety bonus, however, was not included in Maciel's or Schell's other non-exempt
8 employees' regular rates of pay for purposes of overtime compensation.

9 11. For example, Maciel was paid a safety bonus of \$218.86 during the pay period ending
10 January 26, 2023. However, Maciel only received 1.5 times her base rate of pay for regular overtime
11 (and precisely 2 times her base rate of pay for double time) during that pay period and during the other
12 prior pay periods in that quarter, and no additional overtime compensation was paid to compensate for
13 the increase in her regular rate of pay from this bonus. Attached to this Complaint and incorporated by
14 this reference is **Exhibit 1**, a true and correct copy of pertinent portions of Maciel's "Employee
15 Statement of Earnings," which reflects her pay from Schell for any given pay period.

16 12. Schell also paid Maciel and its other non-exempt employees' non-discretionary bonuses
17 near the end of the year that were not included in their regular rates of pay for purposes of overtime
18 compensation. *See Exhibit 1*, "Bonus" line item paid December 31, 2022.

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

25 14. Schell also regularly underpaid Maciel and other non-exempt employees by failing to
26 incorporate non-discretionary bonuses, commissions, and other items of compensation into their rates
27 of pay for purposes of paying meal period premiums as required by California law.

28 ///

1 15. For example, during the pay period ending November 3, 2022, Maciel was paid a
2 “Bonus” of \$209.69 and received a meal period penalty for failure to furnish a legally compliant meal
3 period, identified as “Prem Reg.” However, Schell paid Maciel’s meal premium penalty at exactly her
4 base rate of pay and did not incorporate her non-discretionary bonus into the payment at all. **Exhibit 1.**

5 16. Accordingly, Defendant underpaid Plaintiff with respect to the meal premium wage
6 owed her.

7 17. Schell also failed to pay sick time at non-exempt employees’ regular rates of pay as
8 required by California law. When non-exempt employees, including Maciel, utilized available paid
9 sick time, Schell paid that time out at only the base rate of hourly pay for the employee, failing to
10 include any non-discretionary bonuses, commissions, or any other items of compensation required to
11 be incorporated into the regular rate of pay.

12 18. For example, during the pay periods ending September 30, 2022, and October 20, 2022,
13 Maciel utilized sick time that was paid out at her then base rate of pay of \$24.27 per hour. However,
14 Maciel was paid a quarterly non-discretionary safety bonus on November 3, 2022. **Exhibit 1.** Even
15 though Plaintiff was earning this safety bonus over the period of time that included when she used sick
16 leave, Schell did not, at any time, retroactively compensate Plaintiff for the increase in her regular rate
17 of pay resulting from payment of that bonus.

18 19. Maciel’s employment was terminated by Schell in September 2023. When Maciel’s
19 employment was terminated, Schell did not pay her the unpaid balance of overtime wages she was
20 due, underpaid meal period premium wages, or the unpaid balance of sick pay wages she was due, and
21 therefore Schell failed to timely pay all wages earned but unpaid to Maciel at the time of her
22 termination in violation of Labor Code section 201.

23 20. Because of its uniform failure to incorporate non-discretionary bonuses, commissions,
24 and other items of compensation into the regular rate of pay, Schell similarly failed to timely pay all
25 wages to its other former non-exempt California employees who earned non-discretionary bonuses,
26 commissions and/or other items of compensation and worked overtime at termination or within 72
27 hours of resignation, in violation of Labor Code sections 201 and 202.

1 21. Because Schell failed to pay its non-exempt employees who earned non-discretionary
2 bonuses, commissions, and other items of compensation at the appropriate overtime rate, the
3 appropriate sick pay rate, or the appropriate meal period premium rate, the wage statements Schell
4 issued to Maciel and its other non-exempt employees who earned non-discretionary bonuses,
5 commissions, and other items of compensation and who worked overtime, used sick leave, or were
6 paid meal premium wages failed to comply with Labor Code section 226(a) in that they failed to
7 accurately state the gross and net wages earned and all applicable rates of pay and the number of hours
8 worked at each rate, in violation of Labor Code sections 226(a)(1), (a)(5), and (a)(9).

9 22. Schell was, at all relevant times herein, aware of the requirements of Labor Code
10 section 226. Schell was acutely aware of these requirements having recently been sued in this county
11 for nearly identical wage and hour violations.

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

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

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

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

26 ///

27 ///

28 ///

CLASS ACTION ALLEGATIONS

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

- a. All current and former non-exempt California employees of Schell who earned commissions, non-discretionary bonuses, or other items of compensation and worked overtime during one or more pay periods from July 20, 2022, through the date of trial (the "Regular Rate Class");
- b. All current and former non-exempt California employees of Schell who earned commissions, non-discretionary bonuses, or other items of compensation and utilized paid sick leave during one or more pay periods from July 20, 2022, through the date of trial (the "Sick Pay Class");
- c. All current and former non-exempt California employees of Schell who earned commissions, non-discretionary bonuses, or other items of compensation and were paid meal period premium wages during one or more pay periods from July 20, 2022, through the date of trial (the "Meal Premium Class");
- d. All members of the Regular Rate Class, Sick Pay Class, and Meal Premium Class whose employment with Schell ended at any time from July 20, 2022, and the date of trial (the "Former Employee Subclass"); and
- e. All members of the Regular Rate Class, Sick Pay Class, and Meal Premium Class who received one or more wage statements at any time from one year prior to the date of the filing of this action through the date of trial (the "Wage Statement Subclass").

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

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

4 a. Numerosity: Maciel is informed and believes and based on such information
5 and belief alleges that the potential members of the Class are so numerous that
6 the joinder of all the members of the Class is impracticable. The exact number
7 of members of the Class is presently unknown to Maciel but is believed to be
8 more than 300. The exact number and specific identities of the members of the
9 Class can be readily ascertained through inspection of Schell's business records,
10 including copies of wage statements Schell furnished to each of these members.

11 b. Commonality: There are questions of law and fact common to Maciel and to
12 the Class that predominate over any questions affecting only individual
13 members of the Class. These common questions of law and fact include,
14 without limitation:

15 i. Whether Schell included non-discretionary bonuses, commissions, and
16 other items of compensation in the calculation of the rate of overtime
17 pay it paid to its non-exempt employees in California;

18 ii. Whether the safety bonuses, attendance bonuses, and other bonuses
19 Schell paid to its non-exempt employees were non-discretionary and
20 needed to be included in the regular rate of pay;

21 iii. Whether Schell paid its non-exempt employees less than the legally-
22 required overtime rate by failing to incorporate commissions, non-
23 discretionary bonuses, and other items of compensation into its non-
24 exempt employees' regular rate of pay;

25 iv. Whether Schell failed to pay its non-exempt employees at the legally-
26 required rate of pay for paid sick time by failing to incorporate non-
27 discretionary bonuses, commissions, and other items of compensation
28 into the rate of pay for purposes of paid sick leave;

- 1 v. Whether Schell failed to pay its non-exempt employees at the legally-
2 required rate of pay for meal period premium wages by failing to
3 incorporate non-discretionary bonuses, commissions, and other items of
4 compensation into the rate of pay for purposes of paid sick leave;
- 5 vi. Whether Schell failed to pay its former employees all wages due by
6 failing to incorporate non-discretionary bonuses, commissions, and other
7 items of compensation into the regular rate of pay;
- 8 vii. Whether Schell owes waiting time penalties to its former employees as a
9 result of failing to incorporate non-discretionary bonuses, commissions,
10 and other items of compensation into the regular rate of pay;
- 11 viii. Whether and, if so, when Schell has adopted a set of policies, practices,
12 and procedures that fully comply with Labor Code § 226;
- 13 ix. Whether Schell furnished wage statements that fail to accurately state
14 the gross and net wages earned and all applicable hourly rates and the
15 number of hours worked at each rate;
- 16 x. Whether the foregoing constitutes unfair business practices under
17 California law.
- 18 c. Typicality: Maciel's claims are typical of the claims of the Class. Schell's
19 common course of conduct in violation of law as alleged herein in relate to
20 uniform failures to incorporate commissions, non-discretionary bonuses, and
21 other items of compensation into non-exempt employees' regular rates of pay
22 and to furnishing wage statements that have caused Maciel and members of the
23 Class to sustain the same "injury," as that term is defined in Labor Code §
24 226(2). Maciel's claims are therefore representative of, and co-extensive with,
25 the claims of the Class.
- 26 d. Adequacy of Representation: Maciel is a member of the Class, does not have
27 any conflicts of interest with other members of the Class, and will prosecute the
28 case vigorously on behalf of the Class. Counsel representing Maciel is

competent and experienced in litigating representative employment actions. Maciel 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

29. On October 27, 2023, Plaintiff Maciel provided written notice by certified mail to Defendants and by online filing to the LWDA of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations pursuant to the Labor Code Private Attorney General Act of 2004 ("PAGA"). A true and correct copy of Plaintiff's LWDA notice is attached hereto as **Exhibit 2** and incorporated by this reference as though fully set forth herein.

30. 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.

31. 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

1 employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor Code §
2 2699(a).

3 32. Pursuant to PAGA, an “aggrieved employee” is “any person who was employed by the
4 alleged violator and against whom one or more of the alleged violations was committed.” Labor Code
5 § 2699(c).

6 33. Plaintiff Maciel was employed by Defendants when the alleged violations were
7 committed against her. Plaintiff is therefore an aggrieved employee as defined by Labor Code §
8 2699(c). Other current and former employees are also aggrieved employees in that one or more of the
9 alleged violations were committed against them during their time of employment with Defendants.

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

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

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

- 21 a. The aggrieved employee shall give written notice by online filing to the
22 LWDA and by certified mail to the employer of the specific provisions of California
23 Labor Code alleged to have been violated, including the facts and theories to
24 support the alleged violations;
25 b. The LWDA shall provide notice to the employer and the aggrieved
26 employee by certified mail that it does not intend to investigate the alleged violation
27 within 60 days of the postmark date of the Employee’s Notice. Upon receipt of the
28

1 LWDA's Notice, or if the LWDA does not provide notice with 65 calendar days of
2 the postmark date of the Employee's Notice, the aggrieved employee may
3 commence a civil action pursuant to California Labor Code § 2699 to recover civil
4 penalties in addition to any other penalties to which the employee may be entitled.

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

11 37. As of the date of this complaint, which is more than sixty-five (65) days after Plaintiff's
12 October 27, 2023, notice, the LWDA has not responded to Plaintiff's notice or otherwise indicated an
13 intention to investigate her claims. Plaintiff has therefore satisfied the administrative prerequisites
14 under Labor Code § 2699.3 to bring a civil action to recover penalties against Defendants, in addition
15 to other remedies, for violations of California Labor Code.

16 **FIRST CAUSE OF ACTION**
17 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 510 & 1198**
18 **(Failure to Pay Overtime)**
19 **By Maciel and the Regular Rate Class Against Defendants**

20 38. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 37 above
21 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
22 cause of action.

23 39. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
24 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
25 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
26 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
27 shall be compensated at no less than twice the regular rate of pay for an employee. In addition, any
28 work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no
less than twice the regular rate of pay of an employee.

1 40. Pursuant to Labor Code section 1198, the maximum hours of work and standard
2 conditions of labor fixed by the commission shall be the maximum hours of work and the stand and
3 conditions of labor for employees, and the employment of any employee for longer hours than those
4 fixed by the commission or under conditions of labor prohibited by the order is unlawful.

5 41. During the relevant time period, Maciel and the other members of the Regular Rate
6 Class regularly worked overtime.

7 42. During the relevant time period, Schell intentionally and willfully failed to pay all
8 overtime wages due to Maciel and the members of the Regular Rate Class as set forth above by failing
9 to incorporate non-discretionary bonuses, commissions, and other items of compensation into the
10 regular rate of pay for purposes of computing overtime wages paid to the Regular Rate Class.

11 43. Wherefore, Maciel and the other members of the Regular Rate Class have been injured
12 as set forth above and request relief as hereafter provided.

13 **SECOND CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE SECTIONS 218, 233, 246**
15 **(Failure to Pay Sick Time at the Regular Rate of Pay)**
 By Maciel and the Sick Pay Class Against Defendants

16 44. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 43 above
17 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
18 cause of action.

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

21 46. The "regular rate of pay" includes all remuneration for employment paid to the
22 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,
23 commissions, non-discretionary bonuses, and the value of meals and lodging. See 29 U.S.C. §
24 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.

25 47. During the relevant time period, Defendants failed to include commissions, non-
26 discretionary bonuses and/or other items of compensation when determining the "regular rate of"
27 pay" for Plaintiff and their other non-exempt employees for purposes of sick time pay.
28

1 48. According to the California Supreme Court, sick pay is a form of wages. *Murphy v.*
2 *Kenneth Cole Productions* (2007) 40 Ca¹4th 1094, 1103.

3 49. Labor Code section 233 provides that “any employer who provides sick leave for
4 employees shall permit an employee to use in any calendar year the emplo’ee’s accrued and
5 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
6 during six months at the emplo’ee’s then current rate of entitlement, for the reasons specified in
7 subdivision (a) of Section 246.5.”

8 50. During the relevant time period, Defendants intentionally and willfully failed to pay
9 Plaintiff and the other members of the Sick Pay Class their sick pay at the rate of pay required by
10 law. Accordingly, Plaintiff and the Sick Pay Class did not receive the full amount of paid sick time
11 that they were entitled to receive by law, and were therefore denied the right to use sick leave
12 within the meaning of Labor Code sections 233(a) and (c).

13 51. Any employer who violates Labor Code section 233 is liable to employees for the
14 greater of one days’ pay or actual damages, reasonable equitable relief, and reasonable attorneys’
15 fees and costs. Labor Code §233(d), (e).

16 52. Further, Labor Code section 218 authorizes a private right of action to recover
17 unpaid wages.

18 53. Wherefore, Plaintiff and the other members of the Sick Pay Class have been injured
19 as set forth above and request relief as hereafter provided.

20 **THIRD CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE SECTIONS 226.7 & 512**
22 **(Failure to Pay Meal Premiums at the Regular Rate of Pay)**
 By Maciel and the Meal Premium Class against Defendants

23 54. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 53 above
24 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
25 cause of action.

26 55. Labor Code section 512 provides that employers “shall not employ an employee for a
27 work period of more than five hours per day without providing the employee with a meal period of not
28

1 less than 30 minutes, except that if the total work period per day of the employee is no more than six
2 hours, the meal period may be waived by mutual consent of both the employer and the employee.”

3 56. Labor Code section 512 further provides that “[a]n employer shall not employ an
4 employee for a work period of more than 10 hours per day without providing the employee with a
5 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
6 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
7 only if the first meal period was not waived.”

8 57. If an employer fails to provide an employee with a legally-compliant meal period as
9 required by Labor Code section 512, the employer must pay to the employee “one additional hour of
10 pay at the employee’s regular rate of compensation for each work day that the meal or rest period is
11 not provided.” Lab. Code. § 226.7.

12 58. For purposes of the wage owed to the employee pursuant to Labor Code section 226.7,
13 “regular rate of compensation” means the “regular rate of pay.” *Ferra v. Loews Hollywood Hotel,*
14 *LLC* (2021) 11 Ca¹5th 858.

15 59. Defendants at times, due to understaffing and work demands, failed to provide Plaintiff
16 and the other members of the Meal Premium Class with legally-compliant meal periods, in violation of
17 Labor Code section 512. The existence of these noncompliant meal periods is evidenced by
18 Defendants’ payment of a meal period premium wage, identified on Plaintiff’s wage statements as
19 “Prem Reg.”

20 60. As set forth above, when Defendants did pay meal premium wages to Plaintiff and its
21 other non-exempt employees, it failed to incorporate non-discretionary bonuses, commissions, and
22 other items of compensation into the rate of pay for purposes of paying the meal premium wages,
23 thereby underpaying Plaintiff and the other members of the Meal Premium Class.

24 61. Wherefore, Plaintiff and the other members of the Meal Premium Class have been
25 injured as set forth above and request relief as hereafter provided.

26 ///

27 ///

FOURTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTIONS 201/202
(Failure to Timely Pay Wages at Cessation of Employment)
By Maciel and the Former Employee Subclass against Defendants

62. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 61 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

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

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

65. As set forth above, Maciel and the other members of the Regular Rate Class, Sick Pay Class, and Meal Premium Class were not properly paid all overtime wages due throughout their respective employments. As a result, members of the Former Employee Subclass necessarily had outstanding wages due and owing at the time they separated from employment with Schell; those wages remain outstanding.

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

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

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

68. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 67 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

69. 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

1 check, draft, or voucher paying the employee's wages, or separately when the wages are paid by
2 personal check or cash, an accurate itemized statement in writing showing (1) gross wages
3 earned...(5) net wages earned,...(9) all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee..."

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

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

20 72. As set forth above, Schell intentionally and willfully failed to furnish accurate itemized
21 wage statements to Maciel and the other members of the Wage Statement Class in violation of Labor
22 Code section 226(a).

23 73. As set forth above, Maciel and the other members of the Wage Statement Class
24 suffered injury within the meaning of Labor Code section 226(e)(2).

25 74. Wherefore, Maciel and the other members of the Wage Statement Class have been
26 injured as set forth above and request relief as hereafter provided.

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**
2 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200 *ET***
3 ***SEQ.***
4 **By Maciel and the Regular Rate Class, the Sick Pay Class, and the Meal Premium Class Against**
5 **Defendants**

6 75. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 74 above
7 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
8 cause of action.

9 76. The statutory violations, as alleged above, are unfair business practices within the
10 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and
11 include, but are not limited to failing to properly calculate and pay overtime wages, sick pay, and meal
12 period premiums.

13 77. Wherefore, Maciel and the other members of the Regular Rate Class, the Sick Pay
14 Class, and the Meal Premium Class have been damaged as set forth above and request relief as
15 hereafter provided.

16 **SEVENTH CAUSE OF ACTION**
17 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**
18 **By Maciel as Proxy for the LWDA against Defendants**

19 78. Maciel hereby realleges and incorporates by reference Paragraphs 1 through 77 above
20 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
21 cause of action.

22 79. As set forth above, Maciel has completed the prerequisite notice process to the LWDA
23 to act as its proxy to prosecute Labor Code violations by Schell on her behalf and on behalf of other
24 current and former employees.

25 80. Schell violated Labor Code section 510, as set forth above and in Plaintiff's LWDA
26 notice, by failing to pay overtime at Maciel's and other current and former non-exempt employee's
27 regular rates of pay.

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

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

4 83. Schell violated Labor Code section 226.7, as set forth in Plaintiff's LWDA notice, by
5 failing to pay meal period premiums at the regular rate of pay.

6 84. Schell violated Labor Code section 512, as set forth in Plaintiff's LWDA notice, by
7 failing to furnish all legally required meal breaks to Maciel and other current and former non-exempt
8 employees.

9 85. Schell violated Labor Code section 226(a), as set forth above and in Plaintiff's LWDA
10 notice, by failing to furnish accurate itemized wage statements to Maciel and other current and former
11 non-exempt employees.

12 86. As set forth above, Schell has violated numerous Labor Code provisions, including
13 sections 201/202, 204, 226(a), 226.7, 510, and 512.

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

18 88. On information and belief, Schell has not changed their unlawful practices, hence,
19 ongoing civil penalties apply until such time as it stops its unlawful practices. Wherefore, Plaintiff
20 Maciel seeks civil penalties pursuant to PAGA as set forth below.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, the following relief is sought.

24 **As to the First through Sixth Causes of Action:**

- 25 1. That this Court certify the classes and subclasses set forth in Paragraph 27;
26 2. That this Court certify Maciel as the representative of the Class;
27 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 Maciel 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, sick time, and meal period premiums;
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 Seventh 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, 210, 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: January 3, 2024

MAYALL HURLEY P.C.

2
3 By Vladimir J. Kozina
4 WILLIAM J. GORMAN III
5 VLADIMIR J. KOZINA
6 ROBERT J. WASSERMAN
7 Attorneys for Plaintiff,
8 TERESA MACIEL
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

10/1/2022 to 10/10/2023

Employee: 508273

Schell & Kampeter Inc

Title	Value
Department	901
Benefit Plan Group	CA
Division	4

Hire Date	Gender	Marital Status	DOB	Age	Pay Frequency	Paid Through	Term Date	Pay Type	Rate/Salary	Annual Salary
11/18/2015	Female		12/6/1971	51	Bi-Weekly	10/5/2023	9/26/2023	Hourly	27.0100	56180.80

Employee Check Detail

Ending Date	Check Date	Check #	Gross Wage	Paid Earnings	1099/Exp Reimburs	Cash Tips	Soc Sec	Medicare	FTT	SIT	Other Taxes	Deds	Net Pay	Check Amount	Direct Deposit	Pay Type	Hours	Earnings	
8/30/2022	10/6/2022	V1505800	2,504.54	2,504.54	0.00	0.00	153.17	35.85	166.65	81.28	21.27	538.02	1,501.87	0.00	1,501.87	Regular Pay	64.00	1,553.28	
CONFIDENTIAL	10/4/2022	10/20/2022	V1520567	2,725.76	2,725.76	0.00	0.00	187.43	39.16	180.54	99.78	29.70	525.52	1,674.63	0.00	1,674.63	CA SICK Reg Regular Pay Overtime Double Time PTO Reg	3.00 40.00 19.56 3.47 24.00	72.81 970.80 712.81 168.43 682.48
	10/28/2022	11/3/2022	V1532022	2,685.11	2,685.11	0.00	0.00	164.91	39.57	186.15	95.56	29.26	521.45	1,649.21	0.00	1,649.21	CA SICK Reg Regular Pay Overtime Double Time PTO Reg	3.00 40.00 19.56 3.47 24.00	72.81 970.80 712.81 168.43 682.48
	11/11/2022	11/17/2022	V1545147	2,908.49	2,909.49	0.00	0.00	178.82	41.82	0.00	114.11	31.73	543.89	1,898.12	0.00	1,899.12	Regular Pay Overtime Regular Pay Overtime Double Time HOL Reg	72.00 31.92 48.00 23.33 6.25 23.84	1,747.44 1,162.05 1,164.96 848.33 254.84 578.66
	11/25/2022	12/1/2022	V1558366	2,847.73	2,847.73	0.00	0.00	174.89	40.92	0.00	114.25	31.04	480.76	2,005.77	0.00	2,005.77	Regular Pay Overtime Double Time HOL Reg	48.00 23.33 6.25 0.00	1,164.96 848.33 254.84 1,000.00
	12/31/2022	12/2/2022	V1562046	1,000.00	1,000.00	0.00	0.00	62.00	14.50	0.00	6.77	11.00	60.00	825.73	0.00	825.73	Bonus Regular Pay Overtime	0.00 66.00 27.22	1,000.00 1,359.12 980.94
12/8/2022	12/15/2022	V1574371	2,350.08	2,350.08	0.00	0.00	144.14	33.71	0.00	73.16	25.58	440.94	1,632.63	0.00	1,632.63	Regular Pay Overtime Regular Pay	66.00 27.22 56.00	1,359.12 980.94 986.56	
12/23/2022	12/29/2022	V1587440	2,345.70	2,345.70	0.00	0.00	143.86	33.65	0.00	72.81	25.52	440.60	1,629.26	0.00	1,629.26	Regular Pay Overtime Regular Pay	56.00 27.10 40.00	986.56 938.15 870.80	
1/6/2023	1/12/2023	V1595976	2,811.80	2,811.80	0.00	0.00	172.37	40.31	264.48	100.44	25.02	495.84	1,713.34	0.00	1,713.34	Prem Reg Overtime Double Time HOL Reg	2.00 19.53 12.32 19.92	48.54 710.93 596.01 483.41	
1/20/2023	1/26/2023	V1612326	2,500.85	2,500.85	0.00	0.00	153.10	35.81	201.55	75.27	22.23	470.97	1,541.92	0.00	1,541.92	Regular Pay Overtime Regular Pay Overtime Regular Pay Overtime	56.00 26.70 60.07 26.50 56.00	1,359.11 972.00 1,457.97 978.25 1,359.11	
2/3/2023	2/9/2023	V1623146	2,231.13	2,231.13	0.00	0.00	142.57	33.34	181.18	63.83	20.69	457.39	1,432.13	0.00	1,432.13	Regular Pay Overtime Regular Pay Overtime Regular Pay Overtime	56.00 26.70 60.07 26.50 56.00	1,359.11 972.00 1,457.97 978.25 1,359.11	
2/17/2023	2/23/2023	V1638352	2,437.19	2,437.19	0.00	0.00	149.14	34.89	182.89	70.27	21.65	465.88	1,502.48	0.00	1,502.48	Regular Pay Overtime Regular Pay Overtime Regular Pay Overtime	60.07 26.50 56.00 26.50 56.00	972.00 1,457.97 978.25 1,359.11 1,359.11	
3/3/2023	3/9/2023	V1650096	2,607.08	2,607.08	0.00	0.00	159.68	37.35	223.05	83.67	23.18	521.88	1,558.07	0.00	1,558.07	Regular Pay Overtime	56.00 26.28	1,359.11 956.71	

Exhibit 2

NORTHERN CALIFORNIA
118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY - NO SERVICE ACCEPTED]

1451 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA
360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY - NO SERVICE ACCEPTED]

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
WWW.MAYALLLAW.COM

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

October 27, 2023

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: Teresa Maciel

To Whom It May Concern:

This firm represents Teresa Maciel ("Maciel") 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 Ms. Maciel'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 Ms. Maciel'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 Ms. Maciel and its other current and former non-exempt employees in violation of the California Labor Code:

1. Pay overtime at Ms. Maciel's and other current and former non-exempt employee's regular rates of pay in violation of Labor Code section 510. Ms. Maciel 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: Teresa Maciel
October 27, 2023
Page 2 of 4

- a. For example, Ms. Maciel and Employer's other non-exempt employees were eligible to earn, and did earn, non-discretionary bonuses, denoted on Ms. Maciel's and other non-exempt employees' wage statements with the line item description of "Bonus". However, these bonuses were not incorporated into Ms. Maciel's or other non-exempt employees' overtime pay for the period over which they earned said bonuses. Instead, Employer always paid Ms. Maciel and Employer's other non-exempt employees at one- and one-half times their base rate of pay for normal overtime and twice their base rate of pay for double time. *See Exhibit 1.*
2. Pay meal period premiums at the regular rate of pay in violation of Labor Code section 226.7.
 - a. Pursuant to the California Supreme Court's ruling in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 58, Labor Code section 226.7 requires an employer to pay employees an hour's wage for missed meal and rest periods at that employee's "regular rate of pay," computed in the same fashion as payment of overtime premiums. However, Employer failed to incorporate non-discretionary bonuses, commissions, and other items of compensation into Ms. Maciel's and other non-exempt employee's regular rate of pay when paying premium pay for missed meal periods, in violation of Labor Code section 226.7. *See Exhibit 1.*
3. 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, commissions, and other items of compensation into Ms. Maciel'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.

Labor and Workforce Development Agency
Schell & Kampeter, Inc.
Re: Teresa Maciel
October 27, 2023
Page 3 of 4

4. 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, meal period premiums and sick time pay which have still not been paid to date, Employer violated Labor Code sections 201 and/or 202 as to Ms. Maciel and its former non-exempt employees.
5. 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 Ms. Maciel (designated by "Prem Reg."), Employer engaged in a policy and practice of failing to authorize and permit legally-compliant meal breaks for Ms. Maciel 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.
6. Furnish accurate itemized wage statements in violation of Labor Code § 226(a).
 - a. Because Employer failed to properly pay overtime, missed meal period premium, and sick time pay to its non-exempt employees, the wage statements furnished to Ms. Maciel 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.

Labor and Workforce Development Agency
Schell & Kampeter, Inc.
Re: Teresa Maciel
October 27, 2023
Page 4 of 4

If the LWDA does not intend to investigate these violations, Ms. Maciel 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 J. KOZINA

Exhibit 1

Employee statement of earnings
10/1/2022 to 10/10/2023

MACIEL, TERESA
Employee: 508273

Company: 200188
Schell & Kampeter Inc
103 North Olive
Meia, MO 65058

Organization & Labor Distribution
Title Value
Department 901
Benefit Plan Group CA
Division 4

Hire Date	Gender	Marital Status	DOB	Age	Pay Frequency	Paid Through	Term Date	Pay Type	Rate/Salary	Annual Salary
11/18/2015	Female		12/6/1971	51	Bk-Weekly	10/5/2023	9/26/2023	Hourly	27.0100	56180.80

Employee Check Detail

Ending Date	Check Date	Check #	Gross Wage	Paid Earnings	1099/Exp Reimburs	Cash Tips	Soc Sec	Medicare	FIT	SIT	Other Taxes	Deds	Net Pay	Check Amount	Direct Deposit	Pay Type	Hours	Earnings
8/20/2022	10/6/2022	V1505800	2,504.54	2,504.54	0.00	0.00	153.72	35.95	166.65	81.26	27.27	538.02	1,501.67	0.00	1,501.67	Regular Pay	64.00	1,553.26
10/14/2022	10/20/2022	V1520567	2,725.76	2,725.76	0.00	0.00	167.43	39.16	190.54	98.76	29.70	525.52	1,674.63	0.00	1,674.63	CA SICK Reg	24.13	878.45
																Regular Pay	3.00	72.81
																Overtime	40.00	970.60
																Double Time	19.58	712.81
																PTO Reg	24.00	582.46
																CA SICK Reg	12.00	291.24
																Regular Pay	60.00	1,456.20
																Prem Reg	1.00	24.27
																Overtime	27.33	894.95
																Bonus	0.00	209.69
11/11/2022	11/17/2022	V1515147	2,909.49	2,909.49	0.00	0.00	178.82	41.62	0.00	114.11	31.73	543.89	1,899.12	0.00	1,899.12	Regular Pay	72.00	1,747.44
																Overtime	31.92	1,162.05
																Regular Pay	48.00	1,164.96
																Overtime	23.33	849.33
																Double Time	5.25	254.84
																HOL Reg	23.84	578.60
																Bonus	0.00	1,000.00
																Regular Pay	58.00	1,359.12
11/25/2022	12/1/2022	V1558356	2,847.73	2,847.73	0.00	0.00	174.99	40.92	0.00	114.25	31.04	480.76	2,005.77	0.00	2,005.77	Regular Pay	27.22	890.94
																Overtime	58.00	956.58
																Regular Pay	27.10	735.12
																Overtime	40.00	970.80
																Prem Reg	2.00	48.54
																Overtime	18.53	710.89
																Double Time	12.32	596.01
																HOL Reg	19.92	493.46
																Regular Pay	40.00	970.80
																Prem Reg	1.00	24.27
																Overtime	19.35	704.44
																PTO Reg	24.00	582.46
																Bonus	0.00	218.86
																Regular Pay	56.00	1,359.12
																Overtime	26.70	972.91
																Regular Pay	60.07	1,457.50
																Overtime	26.90	879.29
3/6/2023	3/6/2023	V1650096	2,607.08	2,607.08	0.00	0.00	159.68	37.35	223.05	63.87	24.18	521.88	1,558.07	0.00	1,558.07	Regular Pay	56.00	1,359.12
																Overtime	26.28	956.72



MAYALL HURLEY
EMPLOYMENT LAWYERS

112 S. CHURCH STREET
LODI, CALIFORNIA 95240

UNITED STATES POSTAL SERVICE
CERTIFIED MAIL®



9489 0090 0027 6312 4746 72

Label 890-PB, Oct. 2015
Pitney Bowes

FIRST-CLASS



US POSTAGE



ZIP 95240

02 7H

\$ 007.18⁰

0006100876

OCT 27 2023

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