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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

MELINDA BURTON, an individual and in
a Representative capacity and on behalf of
other members of the general public similarly
situated,

Plaintiff

v.

SUTTER HOME WINERY, INC., a
California Corporation and DOES 1-10,
inclusive,

Defendants

CASE NO. 23CV001205

COMPLAINT FOR:

1. **MEAL AND REST PERIOD VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
2. **MINIMUM WAGE VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
3. **OVERTIME VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
4. **WAGE STATEMENT VIOLATIONS PURSUANT TO LABOR CODE § 2698 *et seq.***
5. **FAILURE TO REIMBURSE PURSUANT TO LABOR CODE § 2698 *et seq.***
6. **FAILURE TO PAY WAGES UPON SEPARATION PURSUANT TO LABOR CODE § 2698 *et seq.***
7. **DISABILITY DISCRIMINATION;**
8. **DISABILITY HARASSMENT; and**
9. **DISABILITY RETALIATION.**

COMES NOW Plaintiff MELINDA BURTON (“Plaintiff”), an individual and in a Representative capacity and on behalf of other members of the general public similarly situated and alleges for her complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s). Also, the Ninth Circuit has recently held that, for purposes of establishing federal diversity jurisdiction, penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) may **not** be aggregated. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).
2. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiff’s injuries occurred in the County of Napa, State of California.
3. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant SUTTER HOME WINERY INC. d/b/a “Trinchero Family Estates”, was and is a California Corporation doing business throughout the state, including the County of Napa State of California. (Referred to herein as "Defendant" or "Sutter Home").
4. Plaintiff is presently unaware of the true names, capacities and liability of Defendants named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiff will seek leave of court to amend this complaint to allege their true names and capacities after the same have been ascertained.
5. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants are responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her

1 authority as such agent, servant, partner, and employee with the permission and consent of the
2 co-defendants. Plaintiff's injuries as herein alleged were proximately caused by said
3 defendants. Wherever it is alleged herein that any act or omission was done or committed by
4 any specially named Defendant or Defendants, Plaintiff intends thereby to allege and does
5 allege that the same act or omission was also done and committed by each and every defendant
6 named as a DOE, both separately and in concert with the named Defendant or Defendants.

7 6. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them,
8 including DOES 1 through 10, are and at all times herein mentioned were either individuals,
9 sole proprietorships, partnerships, registered professionals, corporations, alter egos or other
10 legal entities which were licensed to do and/or were doing business in the County of Napa
11 State of California at all times relevant to the subject matter of this action.

12 7. On September 6, 2023, Plaintiff applied for and received a "right-to-sue" letter from the
13 Department of Fair Employment and Housing (hereinafter "DFEH"). Please see **Exhibit A**.

14 **FACTUAL BACKGROUND**

15 8. On or about August 17, 2006, Plaintiff commenced working for Defendant as a Maintenance
16 Compliance Coordinator. Plaintiff's employment with Defendant lasted through June 20, 2023.
17 Throughout her employment with Defendant, Plaintiff has performed her job in a capable and
18 competent manner and was commended for doing so.

19 9. During the course of her employment, Plaintiff was receiving treatment for metastatic breast
20 cancer.

21 10. For example, Plaintiff's performance reviews between 2006 and 2020 recorded Plaintiff
22 meeting and exceeding all expectations. Conversely, the 2022 performance review, which was
23 issued following Plaintiff's most recent diagnosis, stated Plaintiff failed to meet expectations.

24 11. On April 24, 2023, Defendant placed Plaintiff on a "Performance Improvement Plan." This
25 plan recorded every date that Plaintiff "called out sick" as an impediment to progress. This plan
26 fails to mention (or accommodate for) Plaintiff's cancer diagnosis.

27 12. On June 20, 2023, Defendant terminated Plaintiff's Employment.

28 13. Throughout the term of her employment, Plaintiff and all other aggrieved employees were, and

- 1 currently are, denied the benefits and protections of the Labor Code due to Defendant's
2 institutionalized pay practices, standard as to all of Defendant's California-based employees.
- 3 14. On July 18, 2023, counsel for Plaintiff prepared and submitted via online filing a letter to the
4 California Labor & Workforce Development Agency ("LWDA"). Plaintiff also mailed a
5 courtesy copy of this letter to the LWDA via USPS Mail. A copy of the letter was mailed to
6 Defendant, via USPS Certified Mail. The letter contained the specific provisions of the
7 California Labor Code and Business and Professions Code violated by Defendant, as well as
8 the facts and theories in support of Plaintiff's claims. (Please see **Exhibit B**, a true and correct
9 copy of this letter.)
- 10 15. The statutory time period for the LWDA to investigate and/or respond, and for the employer
11 to respond, has concluded.
- 12 16. On September 6, 2023, Plaintiff applied for and received a "right-to-sue" letter from the
13 DFEH. This letter eliminates the period for the DFEH to investigate and/or respond.

14 **REPRESENTATIVE ALLEGATIONS**

- 15 17. As more specifically set forth below, Plaintiff brings this action in a representative capacity on
16 behalf of all current and former aggrieved employees of Defendant. Code Civ. Proc. § 2699;
17 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 980-981. Throughout the operative limitations
18 period, Plaintiff and all other aggrieved employees were denied the protections and benefits
19 of the Labor Code due to Defendants' standard practices. Throughout their employment,
20 Plaintiff and all other aggrieved employees were and are denied full and accurate
21 compensation, including overtime compensation, in violation of, *inter alia*, Labor Code
22 sections 510, 1194, and 1197. Plaintiff and the other aggrieved employees were and are denied
23 Meal and Rest Periods and Meal and Rest Period payments, in violation of, *inter alia*, Labor
24 Code sections 226.7 and 512. Defendants failed to furnish accurate itemized wage statements
25 in violation of, *inter alia*, Labor Code section 226. Defendant failed to reimburse Plaintiff and
26 other aggrieved employees for necessary business expenditures in violation of, *inter alia*, Labor
27 Code section 2802. Defendant failed to provide all compensation due at termination of
28 employment in violation of, *inter alia*, Labor Code sections 201 through 203.

- 1 18. Plaintiff brings this action on the grounds that she and other current and former aggrieved
2 employees of Defendant were and are improperly denied the mandated wages resulting from
3 the above-referenced violations. Code Civ. Proc. § 2699; *Arias*, 46 Cal. 4th at 980-981. The
4 number of current and former aggrieved employees is believed to exceed One-Thousand
5 (1000) members.
- 6 19. The approximately One-Thousand (1000) aggrieved employees are comprised of Defendant's
7 current or former California-based employees.
- 8 20. A portion of the Labor Code violations experienced by Plaintiff and other current and former
9 aggrieved employees, were caused by Sutter Home's improper categorization of Plaintiff (and
10 other aggrieved employees), as "exempt" employees. For example, as these employees were
11 designated as "exempt" by Sutter Home, they did not receive proper Overtime Compensation,
12 regardless of how many hours a day/week they would work, and were not provided any legal
13 Meal or Rest Periods. However, all of the Labor Code violations were also experienced by
14 Sutter Home employees, regardless of whether they were designated as "exempt" or not.
15 Further, Plaintiff has standing to represent *all* employees (including those designated by Sutter
16 Home as "nonexempt") because she was: (1) employed by Sutter Home, and (2) experienced
17 at least one of the Labor Code violations set forth in the LWDA notice. See *Huff v. Securitas*
18 *Security Services USA, Inc.*, (2018) 23 Cal.App.5th 745.
- 19 21. The questions of law and fact common to all aggrieved employees arising from Defendant's
20 actions include, among others, the following:
- 21 a. Whether Defendant failed to pay its employees the proper straight-time, overtime, and
22 double time wages due and owing to them;
 - 23 b. Whether Defendant failed to pay its employees all compensation due and owing at
24 termination of employment;
 - 25 c. Whether Defendant failed to provide its employees with statutorily-compliant Meal
26 and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and
27 226.7, in that Defendant's written policies are not compliant with California law, and
28 Defendant does not allow its employees duty-free Meal and/or Rest Periods on

- 1 occasion;
- 2 d. Whether Defendant failed to properly provide Meal and Rest Period Premiums in
- 3 accordance with law;
- 4 e. Whether Defendant failed to properly calculate and pay its employees overtime
- 5 compensation or Meal and Rest Period Premiums in accordance with law by failing to
- 6 properly calculate, into the Regular Rate of Pay, the value of all employee benefits and
- 7 other non-discretionary compensation; and
- 8 f. Whether Defendant failed to properly reimburse its employees for necessary business
- 9 expenditures for, *inter alia*, cell phone costs and other work supplies, in violation of
- 10 Labor Code section 2802.
- 11 22. At all times mentioned herein, Defendant was subject to the Labor Codes and Industrial
- 12 Welfare Commission Wage Orders of the State of California, including, but not limited to,
- 13 California Labor Code section 2698 *et seq.*
- 14 23. At all times mentioned herein, Defendant is and are “employers” as that term is used within
- 15 the relevant sections of the California Labor Code.
- 16 24. Plaintiff has exhausted her administrative remedies and pre-filing requirements pursuant to
- 17 California Labor Code section 2699.3, and has also fulfilled all notice requirements under the
- 18 statute.
- 19 25. Throughout the operative limitations period, Plaintiff and all other aggrieved employees were
- 20 denied the protections and benefits of the Labor Code and IWC Wage Order(s) due to
- 21 Defendant’s standard practices. Said violations are set forth below.

22 **FIRST CAUSE OF ACTION**

23 **Meal and Rest Period Violations Pursuant to Labor Code § 2698 et seq.**

24 **Representative Action**

25 **(By Plaintiff against Defendants and DOES 1 through 10)**

- 26 26. Plaintiff hereby incorporates by reference paragraphs 1 through 25 as though fully set forth
- 27 herein.
- 28 27. Labor Code section 1198 states:
- The maximum hours of work and the standard conditions of labor fixed
by the commission shall be the maximum hours of work and the

1 standard conditions of labor for employees. The employment of any
2 employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.

3 Defendant violated this section by establishing working conditions below the standard of the
4 applicable Wage Order.

5 28. Under applicable California law, “An employer may not employ an employee for a work period
6 of more than five hours per day without providing the employee with a Meal Period of not less
7 than 30 minutes [...] An employer may not employ an employee for a work period of more than
8 10 hours per day without providing the employee with a second Meal Period of not less than
9 30 minutes” Lab. Code § 512(a); see also 8 Cal. Code Regs. § 11040 (11)(A).

10 29. Unless the employee is relieved of all duty during a thirty (30) minute Meal Period, the Meal
11 Period shall be considered an “on duty” Meal Period and counted as time worked. 8 Cal. Code
12 Regs. § 11040 (11).

13 30. California law requires employers to provide nonexempt employees with a 10-minute Rest
14 Period for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11040
15 (11).

16 31. An employer who fails to provide Meal or Rest Periods as required by an applicable Wage
17 Order must pay the employee one additional hour of pay at the employee’s regular rate of pay
18 for each workday that the Meal or Rest Period was not provided. Lab. Code § 226.7(b); 8 Cal.
19 Code Regs. § 11040 (11), (12).

20 32. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period
21 policies.

22 33. For example, Defendant does not possess a legal Meal Period policy or legal Rest Period
23 policy, and makes no attempt to ensure that its employees are either timely or wholly provided
24 Meal Periods or Rest Periods.

25 34. Defendant would also pressure employees to either skip, or cut short, Meal Periods and Rest
26 Periods, based on customer needs.

27 35. In addition, Defendant had notice of Plaintiff working outside of her scheduled and/or reported
28 hours, as well as within her Meal and Rest Periods, but failed to provide any compensation for

1 this work-time.

2 36. Defendant willfully failed and refused to pay Plaintiff and all other aggrieved employees one
3 additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period
4 was not provided, as required by Labor Code section 226.7 and IWC Wage Order 4§ (11), (12)

5 37. Any payments made by Defendant for non-compliant Meal Periods were not paid at the
6 employee's regular rate in violation of Labor Code section 226.7 and the operative IWC Wage
7 Orders. Instead, these payments were made at an employee's base rate and did not include the
8 value of, *inter alia*, all actual compensation owed, and/or all employee benefits such as, for
9 example, non-discretionary compensation, and other employee benefits.

10 38. As a direct result of Defendant's failure to comply with the foregoing provisions of the Labor
11 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
12 proven at trial.

13 39. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
14 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
15 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
16 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
17 Prayer For Relief.

18 40. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendant
19 pursuant to Labor Code sections 2699(a) for each of these employees.

20 41. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
21 section 2699(g)(1).

22 **SECOND CAUSE OF ACTION**
Minimum Wage Violations Pursuant to Labor Code § 2698 et seq.
Representative Action
23 **(By Plaintiff against Defendants and DOES 1 through 10)**

24 42. Plaintiff hereby incorporates by reference paragraphs 1 through 41 as though fully set forth
25 herein.

26 43. Defendant failed to pay its employees all compensation due in violation of, among other
27 statutes, Labor Code section 1197. California law holds that the failure to pay for any work
28 time constitutes a violation of minimum wage laws. *Armenta v. Osmose, Inc.*, (2005) 135 Cal.

1 App.4th 314, 323. These violations were caused by and through Defendant's failure to
2 maintain accurate Time Records (as required by California law), to the detriment of the
3 employees. For example, although Defendants would receive "to-the-minute" start and end
4 times (from their employees' mandated timekeeping practices), Defendant would thereafter
5 alter - and deduct time from - the Time Records, prior to payment of compensation to the
6 employees. Additionally, the right to receive the proper minimum wage compensation was
7 impacted by Defendant knowingly failing to consider other work performed by the employees,
8 including all time employees were under Defendant's control. These actions, and instructions,
9 caused the employees to lose compensation, including proper minimum wage compensation
10 and overtime compensation.

11 44. As a result of Defendant's failure to comply with the provisions of the Labor Code, Plaintiff
12 and all other aggrieved employees have been damaged in an amount to be proven at trial.

13 45. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
14 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
15 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
16 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
17 Prayer For Relief.

18 46. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendant
19 pursuant to Labor Code sections 2699(a) for each of these employees.

20 47. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
21 section 2699(g)(1).

22 **THIRD CAUSE OF ACTION**
23 **Overtime Violations Pursuant to Labor Code § 2698 et seq.**
24 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

25 48. Plaintiff hereby incorporates by reference paragraphs 1 through 47 as though fully set forth
26 herein.

27 49. Defendant failed to pay Plaintiff and all other aggrieved employees all compensation, including
28 overtime compensation, due in violation of, among other statutes, Labor Code section 510.

1 These violations occurred due to Defendant's illegal policies, referenced above, whereby
2 employees experienced monetary under-compensation. The systematic failure to provide
3 proper overtime compensation is a violation of California law.

4 50. Additionally, Defendant also failed to provide the actual Overtime Rate of Pay by ignoring
5 certain compensation when calculating the Regular Rate of Pay including, but not limited to,
6 shift differentials, various forms of bonus and/or incentive pay, and the value of employee
7 benefits and employee discounts, in violation of Labor Code section 510.

8 51. As a direct result of Defendant's failure to comply with the foregoing provisions of the Labor
9 Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be
10 proved at trial.

11 52. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on
12 behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3,
13 and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these
14 penalties pursuant to Labor Code section 2699, as more specifically set forth in the below
15 Prayer For Relief.

16 53. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendant
17 pursuant to Labor Code sections 2699(a) for each of these employees.

18 54. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code
19 section 2699(g)(1).

20 **FOURTH CAUSE OF ACTION**
21 **Wage Statement Violations Pursuant to Labor Code § 2698 et seq.**
22 **Representative Action**
(By Plaintiff against Defendants and DOES 1 through 10)

23 55. Plaintiff hereby incorporates by reference paragraphs 1 through 54 as though fully set forth
24 herein.

25 56. Defendant failed to provide Plaintiff and all other aggrieved employees with accurate itemized
26 wage statements in violation of, among other statutes, Labor Code section 226. These
27 violations include, but are not limited to, Defendant's failure to accurately identify all
28 applicable regular and overtime (including double-time) rates of pay in violation of section

226(a)(9), and providing inaccurate representations of both “gross” and “net wages.” Defendants also failed to accurately list “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate,” in violation of 226(a)(9). Defendants also failed to provide an accurate showing of the “total hours worked,” in violation of Labor Code section 226(a)(2). For example, Defendant had notice of employees working outside of their scheduled and/or reported hours, as well as within Meal and Rest Periods, but did not provide compensation.

57. Further, the Defendant’s wage statement listings are confusing and employees cannot readily ascertain their total hours worked, applicable rates, and all gross and net wages. As one example, Defendant is apparently using a time calculating system other than “minutes”, but without explanation to the employees within the wage statement.

58. As a direct result of Defendant’s failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

59. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

60. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendant pursuant to Labor Code sections 2699(a) for each of these employees.

61. Plaintiff also seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code section 2699(g)(1).

FIFTH CAUSE OF ACTION
Failure to Reimburse Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

62. Plaintiff hereby incorporates by reference paragraphs 1 through 61 as though fully set forth herein.

63. Defendant failed to reimburse their employees for all necessary business expenditures incurred in direct consequence of the discharge of their duties in violation of, among other statutes, Labor Code section 2802. These expenditures are the result of, *inter alia*, Defendant's standard policies which require its employees to incur mileage, purchase work supplies, and to use their own cell phones for work-related purposes, without reimbursement.

64. As a direct result of Defendant's failure to comply with the foregoing provisions of the Labor Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

65. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

66. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendant pursuant to Labor Code sections 2699(a) for each of these employees.

67. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

SIXTH CAUSE OF ACTION
Failure to Pay Wages Upon Separation Pursuant to Labor Code § 2698 et seq.
Representative Action
(By Plaintiff against Defendants and DOES 1 through 10)

68. Plaintiff hereby incorporates by reference paragraphs 1 through 67 as though fully set forth herein.

69. Defendant failed to provide Plaintiff and other aggrieved employees with all wages earned and unpaid at termination in violation of, among other statutes, Labor Code sections 201 through 203. These violations resulted from, among other unlawful actions, Defendant's willful failure to provide accurate and complete compensation to aggrieved employees under Labor Code sections 226.7, 510, 512, 1197, and 2802, as set forth above.

70. As a direct result of Defendant's failure to comply with the foregoing provisions of the Labor

Code, Plaintiff and all other aggrieved employees have been damaged in an amount to be proven at trial.

71. As California Labor Code Section 2699 provides for civil penalties recoverable by Plaintiff on behalf of herself and all other aggrieved employees by and through Labor Code section 2699.3, and as Plaintiff has complied with all pre-filing requirements, Plaintiff may recover these penalties pursuant to Labor Code section 2699, as more specifically set forth in the below Prayer For Relief.

72. Plaintiff seeks an award of statutory civil penalties for each underpaid employee of Defendant pursuant to Labor Code sections 2699(a) for each of these employees.

73. Plaintiff also seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and interest, pursuant to Labor Code section 218.6.

SEVENTH CAUSE OF ACTION
Discrimination on the Basis of Medical Condition/Disability(Cal. Gov't Code Sec. 12940, et seq.)
(By Plaintiff as an Individual against Defendants and DOES 1 through 10)

74. Plaintiff hereby incorporates by reference paragraphs 1 through 73 as though fully set forth herein.

75. Plaintiff is informed and believed and thereon alleges that Defendant willfully and/or with reckless indifference violated California Government Code sections 12940 *et seq.*, and discriminated against Plaintiff in the terms and conditions of her employment, as outlined above, on the basis of medical condition. Such discrimination has resulted in damage and injury to Plaintiff as alleged herein.

76. As a direct and proximate result of the unlawful conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff has suffered special damages including but not limited to past and future loss of income, benefits, medical expenses, and other damages to be proven at time of trial.

77. As a direct and proximate result of the unlawful conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff has suffered general damages including but not limited to shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress and other damages to be proven at the time of trial.

1 78. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors
2 and/or managing agents of Defendant and/or DOES 1-10, and each of them, who were acting
3 at all times relevant to this Complaint within the scope and course of their employment.
4 Defendant and/or DOES 1-10, and each of them, are therefore liable for the conduct of said
5 agents and employees pursuant to Government Code Section § 12926(d).

6 79. Defendant and/or DOES 1-10, and each of them, committed the acts herein alleged
7 maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such
8 acts were committed by and/or ratified by, and or were committed with the knowledge of
9 employees' lack of fitness in the workplace but were allowed to proceed, by officers, directors,
10 and/or managing agents of Defendant and/or DOES 1-10. Plaintiff is, therefore, entitled to
11 recover punitive damages from Defendants in an amount according to proof at trial.

12 80. Defendants' conduct described herein was undertaken, authorized and/or ratified by
13 Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
14 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
15 of Defendants.

16 81. As a result of the conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff was
17 forced to retain an attorney in order to protect her rights. Accordingly, Plaintiff seeks the
18 reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof
19 at trial.

20 **EIGHTH CAUSE OF ACTION**
21 **Harassment on the Basis of Medical Condition/Disability(Cal. Gov't Code Sec. 12940, et seq.)**
22 **(By Plaintiff as an Individual against Defendants and DOES 1 through 10)**

23 82. Plaintiff hereby incorporates by reference paragraphs 1 through 81 as though fully set forth
24 herein.

25 83. Plaintiff is informed and believed and thereon alleges that Defendant willfully and/or with
26 reckless indifference violated California Government Code sections 12940 *et seq.*, and
27 harassed Plaintiff in the terms and conditions of her employment, as outlined above, on the
28 basis of medical condition. Such discrimination has resulted in damage and injury to Plaintiff

1 as alleged herein.

2 84. As a direct and proximate result of the unlawful conduct of Defendant and/or DOES 1-10, and
3 each of them, Plaintiff has suffered special damages including but not limited to past and future
4 loss of income, benefits, medical expenses, and other damages to be proven at time of trial.

5 85. As a direct and proximate result of the unlawful conduct of Defendant and/or DOES 1-10, and
6 each of them, Plaintiff has suffered general damages including but not limited to shock,
7 embarrassment, physical distress and injury, humiliation, emotional distress, stress and other
8 damages to be proven at the time of trial.

9 86. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors
10 and/or managing agents of Defendant and/or DOES 1-10, and each of them, who were acting
11 at all times relevant to this Complaint within the scope and course of their employment.
12 Defendant and/or DOES 1-10, and each of them, are therefore liable for the conduct of said
13 agents and employees pursuant to Government Code Section § 12926(d).

14 87. Defendant and/or DOES 1-10, and each of them, committed the acts herein alleged
15 maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such
16 acts were committed by and/or ratified by, and or were committed with the knowledge of
17 employees' lack of fitness in the workplace but were allowed to proceed, by officers, directors,
18 and/or managing agents of Defendant and/or DOES 1-10. Plaintiff is, therefore, entitled to
19 recover punitive damages from Defendants in an amount according to proof at trial.

20 88. Defendants' conduct described herein was undertaken, authorized and/or ratified by
21 Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
22 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
23 of Defendants.

24 89. As a result of the conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff was
25 forced to retain an attorney in order to protect her rights. Accordingly, Plaintiff seeks the
26 reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof
27 at trial.

28 ///

NINTH CAUSE OF ACTION
Retaliation on the Basis of Medical Condition/Disability (Cal. Gov't Code Sec. 12940, et seq.)
(By Plaintiff as an Individual against Defendants and DOES 1 through 10)

90. Plaintiff hereby incorporates by reference paragraphs 1 through 89 as though fully set forth herein.

91. Plaintiff is informed and believed and thereon alleges that Defendant willfully and/or with reckless indifference violated California Government Code sections 12940 *et seq.*, and retaliated against Plaintiff in the terms and conditions of her employment, as outlined above, on the basis of medical condition. Such discrimination has resulted in damage and injury to Plaintiff as alleged herein.

92. As a direct and proximate result of the unlawful conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff has suffered special damages including but not limited to past and future loss of income, benefits, medical expenses, and other damages to be proven at time of trial.

93. As a direct and proximate result of the unlawful conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff has suffered general damages including but not limited to shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress and other damages to be proven at the time of trial.

94. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors and/or managing agents of Defendant and/or DOES 1-10, and each of them, who were acting at all times relevant to this Complaint within the scope and course of their employment. Defendant and/or DOES 1-10, and each of them, are therefore liable for the conduct of said agents and employees pursuant to Government Code Section § 12926(d).

95. Defendant and/or DOES 1-10, and each of them, committed the acts herein alleged maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such acts were committed by and/or ratified by, and or were committed with the knowledge of employees' lack of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing agents of Defendant and/or DOES 1-10. Plaintiff is, therefore, entitled to recover punitive damages from Defendants in an amount according to proof at trial.

96. Defendants' conduct described herein was undertaken, authorized and/or ratified by

1 Defendants' officers, directors and/or managing agents. The aforementioned conduct of said
2 officers, directors and/or managing agents and individuals was therefore undertaken on behalf
3 of Defendants.

4 97. As a result of the conduct of Defendant and/or DOES 1-10, and each of them, Plaintiff was
5 forced to retain an attorney in order to protect her rights. Accordingly, Plaintiff seeks the
6 reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof
7 at trial.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of all aggrieved employees, prays for judgment as follows:

- 10 1. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code section
11 2699(g)(1);
12 2. For an award of statutory civil penalties pursuant to Labor Code section 2699(f)(2);
13 3. Special damages pursuant to Cal. Gov't Code Sec. 12940, *et seq.*;
14 4. General damages pursuant to Cal. Gov't Code Sec. 12940, *et seq.*;
15 5. Punitive damages pursuant to Civil Code Sec. 3294 and Cal. Gov't Code Sec. 12940, *et seq.*;
16 and
17 6. For such other relief as the Court deems just and proper.

18
19
20 Dated: September 21, 2023

SULLIVAN & YAECKEL LAW GROUP, APC

21 Karoline Kitlowski

22 Eric K. Yaeckel

Ryan T. Kuhn

23 Karoline D. Kitlowski

24 Attorneys for Plaintiff MELINDA BURTON, an
25 individual and in a Representative capacity and on
26 behalf of other members of the general public similarly
27 situated
28

EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 6, 2023

Karoline Kitlowski
2330 Third Ave
San Diego, CA 92101

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202309-21876806
Right to Sue: Burton / Sutter Home Winery, INC.

Dear Karoline Kitlowski:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 6, 2023

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202309-21876806
Right to Sue: Burton / Sutter Home Winery, INC.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 6, 2023

Melinda Burton
355 Newton Way
Angwin, CA 94508

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202309-21876806
Right to Sue: Burton / Sutter Home Winery, INC.

Dear Melinda Burton:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective September 6, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Melinda Burton

CRD No. 202309-21876806

Complainant,

vs.

Sutter Home Winery, INC.
100 St. Helena Hwy South
St. Helena, CA 94574

Respondents

1. Respondent **Sutter Home Winery, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Melinda Burton**, resides in the City of **Angwin**, State of **CA**.

3. Complainant alleges that on or about **June 20, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's medical condition (cancer or genetic characteristic).

Complainant was discriminated against because of complainant's medical condition (cancer or genetic characteristic) and as a result of the discrimination was forced to quit.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was forced to quit.

Additional Complaint Details:

1 VERIFICATION

2 I, **Catherine Sclafani**, am the **Other** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The same is true of my own
4 knowledge, except as to those matters which are therein alleged on information and
belief, and as to those matters, I believe it to be true.

5 On September 6, 2023, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **San Diego, CA**

EXHIBIT B

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

July 18, 2023

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: Melinda Burton v. Sutter Home Winery Inc.
Our File No.: 7361

Dear Administrator:

Please allow this correspondence to serve as “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Sutter Home Winery, Inc. (hereinafter “SHW”), in the above referenced matter. This “written notice” is filed on behalf of Ms. Burton, and all current and former non-exempt employees employed by SHW. Thank you for your assistance and instruction on this issue.

The specific provisions alleged to have been violated by SHW are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 226, 226(a), 226.7, 510, 512, 558, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 14, or any other applicable wage orders, codified as Title 8, California Code of Regulations, section 11140 *et seq.*

Facts and theories supporting the allegations: Ms. Burton was employed as an exempt employee for SHW from approximately September 9, 2006 through September 20, 2023.

PLEASE NOTE: Some of the Labor Code violations experienced by Ms. Burton (and others similarly situated), were caused by SHW’s categorization of Ms. Burton (and others), as “exempt” employees. For example, as these employees were designated as “exempt” by SHW, they did not receive Overtime Compensation, regardless of how many hours a day/week they would work, and were not provided legal Meal or Rest Periods. Moreover, Ms. Burton is aware that there were numerous employees at SHW who performed very similar job duties to her, and *did* receive overtime compensation.

Regardless of the “exempt” designation from SHW, Ms. Burton has standing to represent *all* employees (including those designated by SHW as “nonexempt”) because she was: (1) employed by SHW, and (2) experienced at least one of the Labor Code violations set forth in this letter. See *Huff v. Securitas Security Services USA, Inc.*, (2018) 23 Cal.App.5th 745.

Throughout the term of Ms. Burton’s employment, SHW required Ms. Burton and all other employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- SHW failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 510, IWC Wage Order 14, or any other applicable wage orders. This illegal action is due, in part, to SHW’s policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, SHW would instruct Ms. Burton to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, SHW would often require Ms. Burton to work extended hours (beyond scheduled hours), without compensation.
- Additionally, among other issues, SHW has notice of Ms. Burton, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Further, SHW failed to properly calculate and pay overtime at the actual overtime rate of pay, as SHW ignores certain compensation when calculating the Regular Rate of Pay. More specifically, SHW failed to properly calculate the legal Overtime Rate of Pay, by (among other issues) failing to consider certain non-discretionary forms of compensation (including, but not limited to bonuses and/or other non-discretionary compensation).

Failure to Provide Compliant Meal Periods

- SHW failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 14, or any other applicable wage orders. For example, SHW does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day.
- SHW would pressure its employees to either skip, or cut short, a Meal Period as

employees were expected to respond to supervisors at all times. SHW has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” (*Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added.) Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, SHW failed to pay Meal Period Premiums at the proper rate, as SHW fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.

- SHW required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, SHW would interrupt, or cut short, its employees’ Meal Periods and require them to return to work. SHW was frequently understaffed, this would result in Ms. Burton being required to respond to supervisors about work related matters during her Meal Periods.
- SHW illegally retained control over its employees during Meal Periods. For example, SHW required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- SHW failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 14, or any other applicable wage orders. For example, SHW does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. SHW makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. SHW would

pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to supervisors at all times. SHW has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which SHW would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- SHW required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, SHW would interrupt, or cut short, its employees’ Rest Periods and require them to return to work.

- Finally, SHW illegally retained control over its employees during Rest Periods. For example, SHW required its employees to “remain on the premises” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- SHW violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Ms. Burton, and other employees were not compensated for all hours worked (due in part to SHW’s requirement that employees list only *scheduled* work-times, not actual work-times.)

- SHW violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

- SHW violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, SHW (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which SHW would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- SHW violated Labor Code section 226(a)(8) by failing to provide an accurate showing of the name and address of the legal entity that is the employer. There is no address listed on Ms. Burton’s Wage Statement (See Exhibit A).

- SHW violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. SHW does not explain how its system describes “time worked” on the Wage Statement

itself. As such, Plaintiffs cannot “readily ascertain” what these figures mean. This is because SHW is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.75”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, SHW failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- SHW failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Ms. Burton, and other non-exempt employees, including expenses for cell-phone costs, other necessary work supplies, and mileage.

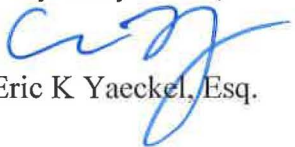
Willful Failure to Provide All Compensation to Ex-Employees

- SHW failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that SHW failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

To confirm, SHW is a “person” as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Eric K Yaeckel, Esq.

cc: *Via Certified U.S. Mail*

ROBERTO TORKELSON
Agent of Service of Process for
SUTTER HOME WINERY, INC.
100 Saint Helena Hwy., S
Saint Helena, CA 94574

TRINCHERO FAMILY ESTATES

Associate General Council

Lucy Partridge

lpartridge@tfewines.com

100 Saint Helena Hwy., South

Saint Helena, CA 94574

Exhibit A

Date Range: 1/1/2022 - 12/31/2022

Location: Sutter Home Winery

Employees: Melinda Lou Burton 200871

Details: Employee Daily Details

Options: [None]

Pay Category: All

Pay Code: All

Pay Type: Exempt , External Temp/Contingent Staff , Non-Exempt

Status: All

Run By: KAMBROSINO

Run Date: 6/28/2023 2:53:45 PM

Group By: Employee

In	Out	Location	Department	Job	Pay Category	Pay Code	Hours	Premium	Rate	Amount
		Main St - SHW	OPER-Safety-Napa Valley	EHS Specialist I	PTO	PTO	0.00	8.00	\$34.38	\$275.08
Total:							0.00	8.00		\$275.08

Melinda Lou Burton 200871	200871	Fri, Sep 16	Manager Authorized Yes				Employee Authorized No			
In	Out	Location	Department	Job	Pay Category	Pay Code	Hours	Premium	Rate	Amount
		Main St - SHW	OPER-Safety-Napa Valley	EHS Specialist I	PTO	PTO	0.00	8.00	\$34.38	\$275.08
Total:							0.00	8.00		\$275.08

Melinda Lou Burton 200871		200871	Mon,Sep 19		Manager Authorized No		Employee Authorized No			
In	Out	Location	Department	Job	Pay Category	Pay Code	Hours	Premium	Rate	Amount
8:00 am	12:00 pm	Main St - SHW	OPER-Safety-Napa Valley	EHS Specialist I	REG	WRK	8.00	0.00	\$34.38	\$275.08
1:00 pm	5:00 pm				EXEMPT					
Total:						8.00	0.00		\$275.08	

Melinda Lou Burton 200871		200871	Tue,Sep 20		Manager Authorized No		Employee Authorized No				
In	Out	Location	Department	Job	Pay Category	Pay Code	Hours	Premium	Rate	Amount	
8:00 am	12:00 pm	Main St - SHW	OPER- Safety-Napa Valley	EHS Specialist I	REG	WRK	8.00	0.00	\$34.38	\$275.08	
1:00 pm	5:00 pm				EXEMPT						
Total:						8.00	0.00		\$275.08		

Melinda Lou Burton 200871		200871	Wed, Sep 21		Manager Authorized No		Employee Authorized No			
In	Out	Location	Department	Job	Pay Category	Pay Code	Hours	Premium	Rate	Amount
8:00 am	12:00 pm	Main St - SHW	OPER- Safety-Napa Valley	EHS Specialist I	REG	WRK	8.00	0.00	\$34.38	\$275.08
1:00 pm	5:00 pm				EXEMPT					
Total:										

Melinda Lou Burton 200871	200871	Thu, Sep 22	Manager Authorized No				Employee Authorized No			
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Check Detail Report

Clk Type	Check Date	Check #	Earnings			Deductions		Taxes		Memo Deductions		Net Pay
			Desc	Rate	Hours	Amount	Desc	Amount	Desc	Amount	Amount	
							FSA MED	57.69				
							P/S LOAN 2	35.23				
							401K REG %	192.55				
							MED PPO	39.69				
							DIRDEP	2,110.52				
Check Totals						2,788.27		2,553.33		234.94	.00	.00
Reg	01/06/2023	1150324	Run # 1447									
			SALARY	.0000	40.00	1,375.38	GTL	28.63	FWH	263.90		
			PTO Taken	34.3846	16.00	550.15	LTD	6.05	OASDI	166.47		
			HOL Taken	34.3846	24.00	825.23	STD	2.82	MHI	38.93		
			GTL	.0000	.00	28.63	V LIFE EMP	73.11	SWH-CA-WS	98.32		
			LTD	.0000	.00	6.05	V LIFE DEP	.46	SDI-CA	23.91		
			STD	.0000	.00	2.82	V ACCIDENT	4.27				
							V CRIT ILL	18.12				
							DENTAL	4.62				
							FSA MED	57.69				
							P/S LOAN 2	35.23				
							401K REG %	192.55				
							MED PPO	40.88				
							DIRDEP	1,732.30				
Check Totals						2,788.26		2,196.73		591.53	.00	.00
Reg	01/20/2023	1151497	Run # 1448									
			SALARY	.0000	72.00	2,475.69	GTL	28.63	FWH	244.38		
			HOL Taken	34.3846	8.00	275.08	LTD	6.05	OASDI	166.48		
			GTL	.0000	.00	28.63	STD	2.82	MHI	38.94		
			LTD	.0000	.00	6.05	V LIFE EMP	73.11	SWH-CA-WS	98.33		
			STD	.0000	.00	2.82	V LIFE DEP	.46	SDI-CA	23.91		
							V ACCIDENT	4.27				
							V CRIT ILL	18.12				
							DENTAL	4.62				
							FSA MED	57.69				
							P/S LOAN 2	35.23				
							401K REG %	192.55				
							MED PPO	40.88				
							DIRDEP	1,751.80				
Check Totals						2,788.27		2,216.23		572.04	.00	.00

Check Detail Report

Ck Type	Check Date	Check #	Earnings			Deductions		Taxes		Memo Deductions	Net Pay
			Desc	Rate	Hours	Amount	Desc	Amount	Desc	Amount	
Reg	02/03/2023	1152681	Run # 1449								
			SALARY	.0000	64.00	2,200.61	GTL	28.63	FWH	244.38	
			PTO Taken	34.3846	8.00	275.08	LTD	6.05	OASDI	166.47	
			HOL Taken	34.3846	8.00	275.08	STD	2.82	MHI	38.93	
			GTL	.0000	.00	28.63	V LIFE EMP	73.11	SWH-CA-WS	98.33	
			LTD	.0000	.00	6.05	V LIFE DEP	.46	SDI-CA	23.90	
			STD	.0000	.00	2.82	V ACCIDENT	4.27			
							V CRIT ILL	18.12			
							DENTAL	4.62			
							FSA MED	57.69			
							P/S LOAN 2	35.23			
							401K REG %	192.55			
							MED PPO	40.88			
							DIRDEP	1,751.83			
Check Totals						2,788.27		2,216.26		572.01	.00
Reg	02/17/2023	1153855	Run # 1450								
			SALARY	.0000	80.00	2,750.77	GTL	28.63	FWH	244.38	
			GTL	.0000	.00	28.63	LTD	6.05	OASDI	166.48	
			LTD	.0000	.00	6.05	STD	2.82	MHI	38.93	
			STD	.0000	.00	2.82	V LIFE EMP	73.11	SWH-CA-WS	98.33	
							V LIFE DEP	.46	SDI-CA	23.91	
							V ACCIDENT	4.27			
							V CRIT ILL	18.12			
							DENTAL	4.62			
							FSA MED	57.69			
							P/S LOAN 2	35.23			
							401K REG %	192.55			
							MED PPO	40.88			
							DIRDEP	1,751.81			
Check Totals						2,788.27		2,216.24		572.03	.00
Reg	03/03/2023	1155035	Run # 1452								
			SALARY	.0000	72.00	2,475.69	GTL	28.63	FWH	244.38	
			HOL Taken	34.3846	8.00	275.08	LTD	6.05	OASDI	166.47	
			GTL	.0000	.00	28.63	STD	2.82	MHI	38.94	
			LTD	.0000	.00	6.05	V LIFE EMP	73.11	SWH-CA-WS	98.33	
			STD	.0000	.00	2.82	V LIFE DEP	.46	SDI-CA	23.91	
							V ACCIDENT	4.27			
							V CRIT ILL	18.12			

Check Detail Report

Ck Type	Check Date	Check #	Earnings			Deductions		Taxes		Memo Deductions		Net Pay
			Desc	Rate	Hours	Amount	Desc	Amount	Desc	Amount	Amount	
							401K REG %	192.55				
							MED PPO	39.69				
							DIRDEP	1,665.36				
Check Totals						2,788.27		2,108.17		680.10	.00	.00
Reg	11/10/2022	1144191	Run # 1436									
			SALARY	.0000	60.00	2,063.08	GTL	28.63	FWH	337.44		
			PTO Taken	34.3846	20.00	687.69	LTD	6.05	OASDI	166.69		
			GTL	.0000	.00	28.63	STD	2.82	MHI	38.98		
			LTD	.0000	.00	6.05	V LIFE EMP	73.11	SWH-CA-WS	107.72		
			STD	.0000	.00	2.82	V LIFE DEP	.46	SDI-CA	29.26		
							V ACCIDENT	4.27				
							DENTAL	2.31				
							FSA MED	57.69				
							P/S LOAN 2	35.23				
							401K REG %	192.55				
							MED PPO	39.69				
							DIRDEP	1,665.37				
Check Totals						2,788.27		2,108.18		680.09	.00	.00
Reg	11/25/2022	1145637	Run # 1438									
			SALARY	.0000	80.00	2,750.77	GTL	28.63	FWH	337.44		
			GTL	.0000	.00	28.63	LTD	6.05	OASDI	166.69		
			LTD	.0000	.00	6.05	STD	2.82	MHI	38.99		
			STD	.0000	.00	2.82	V LIFE EMP	73.11	SWH-CA-WS	107.72		
							V LIFE DEP	.46	SDI-CA	29.26		
							V ACCIDENT	4.27				
							DENTAL	2.31				
							FSA MED	57.69				
							P/S LOAN 2	35.23				
							401K REG %	192.55				
							MED PPO	39.69				
							DIRDEP	1,665.36				
Check Totals						2,788.27		2,108.17		680.10	.00	.00
Reg	12/09/2022	1146874	Run # 1439									
			SALARY	.0000	48.00	1,650.46	GTL	28.63	FWH	337.44		

Check Detail Report

Ck Type	Check Date	Check #	Earnings			Deductions		Taxes		Memo Deductions		Net Pay
			Desc	Rate	Hours	Amount	Desc	Amount	Desc	Amount	Amount	
			PTO Taken	34.3846	16.00	550.15	LTD	6.05	OASDI	166.69		
			HOL Taken	34.3846	16.00	550.15	STD	2.82	MHI	38.98		
			GTL	.0000	.00	28.63	V LIFE EMP	73.11	SWH-CA-WS	107.72		
			LTD	.0000	.00	6.05	V LIFE DEP	.46	SDI-CA	29.26		
			STD	.0000	.00	2.82	V ACCIDENT	4.27				
							DENTAL	2.31				
							FSA MED	57.69				
							P/S LOAN 2	35.23				
							401K REG %	192.55				
							MED PPO	39.69				
							DIRDEP	1,665.36				
Check Totals						2,788.26		2,108.17		680.09	.00	.00
Addtl	12/16/2022	1148037	Run # 1440									
		BONUS	.0000		.00	2,750.00	401K BON %	192.50	FWH	.00		
							DIRDEP	2,316.87	OASDI	170.50		
									MHI	39.88		
									SWH-CA-WS	.00		
									SDI-CA	30.25		
Check Totals						2,750.00		2,509.37		240.63	.00	.00
Man	12/23/2022	999999	Run # 1441									
									FWH	.00	INS COST	7,942.32
									OASDI	.00		
									MHI	.00		
									SWH-CA-WS	.00		
									SDI-CA	.00		
Check Totals						.00		.00		.00	7,942.32	.00
Reg	12/23/2022	1149090	Run # 1441									
		SALARY	.0000		80.00	2,750.77	GTL	28.63	FWH	.00		
		GTL	.0000		.00	28.63	LTD	6.05	OASDI	166.70		
		LTD	.0000		.00	6.05	STD	2.82	MHI	38.98		
		STD	.0000		.00	2.82	V LIFE EMP	73.11	SWH-CA-WS	.00		
							V LIFE DEP	.46	SDI-CA	29.26		
							V ACCIDENT	4.27				
							DENTAL	2.31				