

EXHIBIT "B"



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Entity: Starbucks Corporation
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Superior Court of California
County of Los Angeles

SEP 17 2018

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SHAYNA AMSTER, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiff,

vs.

STARBUCKS CORPORATION; and Does 1 through 50, Inclusive,

Defendants.

Case No. BC713390

BY FAX

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
3. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
4. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
8. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

DEMAND FOR A JURY TRIAL

1 Plaintiff Shayna Amster (“PLAINTIFF”), an individual, on behalf of herself and all other
2 similarly situated current and former employees, alleges on information and belief, except for
3 her own acts and knowledge which are based on personal knowledge, the following:
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5 **THE PARTIES**

6 1. Defendant Starbucks Corporation (“DEFENDANT”) is a Corporation and at all
7 relevant times mentioned herein conducted and continues to conduct substantial and regular
8 business throughout California.

9 2. Starbucks Corporation, together with its subsidiaries, operates as a roaster,
10 marketer, and retailer of specialty coffee worldwide.

11 3. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
12 employee entitled to overtime pay and rest periods from April of 2015 to October of 2017.
13 PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT as a non-
14 exempt employee paid in whole or in part on an hourly basis and received additional
15 compensation from DEFENDANT in the form of non-discretionary incentive wages.

16 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
17 defined as all individuals who are or previously were employed by DEFENDANT in California
18 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
19 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
20 determined by the Court (the “CALIFORNIA CLASS PERIOD”).

21 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
22 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
23 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
24 which failed to lawfully compensate these employees for all their overtime worked.
25 DEFENDANT’s uniform policy and practice alleged herein is an unlawful, unfair and deceptive
26 business practice whereby DEFENDANT retained and continues to retain wages due
27 PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF and the other
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1 members of the CALIFORNIA CLASS in order to avoid paying these employees the correct
2 overtime compensation. As a result, PLAINTIFF and the other members of the CALIFORNIA
3 CLASS forfeited wages due them for working overtime without compensation at the correct
4 overtime rates. DEFENDANT's uniform policy and practice to not pay the members of the
5 CALIFORNIA CLASS the correct overtime rate for all overtime worked in accordance with
6 applicable law is evidenced by DEFENDANT's business records.

7 9. State law provides that employees must be paid overtime and meal break
8 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other
9 CALIFORNIA CLASS Members were compensated at an hourly rate plus incentive pay that
10 was tied to specific elements of an employee's performance.

11 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
12 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
13 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
14 performance for DEFENDANT. The non-discretionary incentive program provided all
15 employees paid on an hourly basis with incentive compensation when the employees met the
16 various performance goals set by DEFENDANT. However, when calculating the regular rate
17 of pay in order to pay overtime and meal break premiums to PLAINTIFF and other
18 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
19 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
20 meal break premiums. Management and supervisors described the incentive program to
21 potential and new employees as part of the compensation package. As a matter of law, the
22 incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS Members
23 must be included in the "regular rate of pay." The failure to do so has resulted in a systematic
24 underpayment of overtime compensation and meal break premiums to PLAINTIFF and other
25 CALIFORNIA CLASS Members by DEFENDANT.

26 11. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
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1 a matter of company policy, practice and procedure, intentionally and knowingly failed to
2 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct
3 rate of pay for all overtime worked and at the correct rate of pay for meal premiums. This
4 uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment of
5 the correct overtime compensation and meal premium pay as required by California law which
6 allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who
7 complied with the law. To the extent equitable tolling operates to toll claims by the
8 CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be
9 adjusted accordingly.

10 12. As a result of their rigorous work schedules, PLAINTIFF and other
11 CALIFORNIA CLASS Members were from time to time unable to take off duty meal breaks
12 and were not fully relieved of duty for meal periods. PLAINTIFF and other CALIFORNIA
13 CLASS Members were required to perform work as ordered by DEFENDANT for more than
14 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT
15 failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty
16 meal period from time to time in which these employees were required by DEFENDANT to
17 work ten (10) hours of work. PLAINTIFF and the other CALIFORNIA CLASS Members
18 therefore forfeited meal breaks without the correct meal premium compensation and in
19 accordance with DEFENDANT's strict corporate policy and practice.

20 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
21 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
22 being provided ten (10) minute rest periods. Further, these employees were denied their first
23 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
24 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
25 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)
26 minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other
27 CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof.

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1 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
2 Members were periodically denied their proper rest periods by DEFENDANT and
3 DEFENDANT's managers.

4 14. DEFENDANT as a matter of corporate policy, practice and procedure,
5 intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFF and
6 the other CALIFORNIA CLASS Members for required business expenses incurred by
7 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
8 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
9 are required to indemnify employees for all expenses incurred in the course and scope of their
10 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
11 her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties, or of his or her obedience to the directions
13 of the employer, even though unlawful, unless the employee, at the time of obeying the
14 directions, believed them to be unlawful."

15 15. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
16 Members as a business expense, were required by DEFENDANT to travel to obtain supplies
17 for DEFENDANT as a result of and in furtherance of their job duties as employees for
18 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
19 associated with this traveling for DEFENDANT. As a result, in the course of their employment
20 with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred
21 unreimbursed business expenses which included, but were not limited to, costs related to travel
22 all on behalf of and for the benefit of DEFENDANT.

23 16. When PLAINTIFF and other CALIFORNIA CLASS Members worked overtime
24 in the same pay period they earned incentive wages and/or missed rest breaks, DEFENDANT
25 also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with
26 complete and accurate wage statements which failed to show, among other things, the correct
27 overtime rate for overtime worked, including, work performed in excess of eight (8) hours in
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1 a workday and/or forty (40) hours in any workweek, and the correct penalty payments for
2 missed rest periods. Cal. Lab. Code § 226 provides that every employer shall furnish each of
3 his or her employees with an accurate itemized wage statement in writing showing, among other
4 things, gross wages earned and all applicable hourly rates in effect during the pay period and
5 the corresponding amount of time worked at each hourly rate. Aside, from the violations listed
6 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
7 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
8 from time to time DEFENDANT provided PLAINTIFF and the other members of the
9 CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

10 17. By reason of this uniform conduct applicable to PLAINTIFF and all
11 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
12 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
13 (the "UCL"), by engaging in a company-wide policy and procedure which failed to accurately
14 calculate and record the correct overtime rate for the overtime worked by PLAINTIFF and other
15 CALIFORNIA CLASS Members. The proper calculation of these employees' overtime hour
16 rates is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of
17 the obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all
18 required overtime compensation for work performed by the members of the CALIFORNIA
19 CLASS and violated the California Labor Code and regulations promulgated thereunder as
20 herein alleged.

21 18. Specifically as to PLAINTIFF's pay, DEFENDANT provided compensation to
22 her in the form of two components. One component of PLAINTIFF's compensation was a base
23 hourly wage. The second component of PLAINTIFF's compensation were non-discretionary
24 incentive wages. DEFENDANT paid the incentive wages, so long as PLAINTIFF met certain
25 predefined performance requirements. PLAINTIFF met DEFENDANT's predefined eligibility
26 performance requirements in various pay periods throughout her employment with
27 DEFENDANT and DEFENDANT paid PLAINTIFF the incentive wages. During these pay
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1 periods in which PLAINTIFF was paid the non-discretionary incentive wages by
2 DEFENDANT, PLAINTIFF also worked overtime and/or received meal premium pay for
3 DEFENDANT, but DEFENDANT never included the incentive compensation in PLAINTIFF's
4 regular rate of pay for the purposes of calculating what should have been PLAINTIFF's
5 accurate overtime rate and accurate meal premium pay rate and thereby underpaid PLAINTIFF
6 throughout her employment with DEFENDANT. The incentive compensation paid by
7 DEFENDANT constituted wages within the meaning of the California Labor Code and thereby
8 should have been part of PLAINTIFF's "regular rate of pay." PLAINTIFF was also from time
9 to time unable to take off duty rest breaks and was not fully relieved of duty for her rest periods.
10 PLAINTIFF therefore forfeited rest breaks without additional compensation and in accordance
11 with DEFENDANT's strict corporate policy and practice. DEFENDANT also provided
12 PLAINTIFF with a paystub that failed to accurately display PLAINTIFF's correct rates of
13 overtime pay and payments for missed rest periods for certain pay periods in violation of Cal.
14 Lab. Code § 226(a). To date, DEFENDANT has not fully paid PLAINTIFF the overtime
15 compensation still owed to her or any penalty wages owed to her under Cal. Lab. Code § 203.
16 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
17 \$75,000.

18 19 JURISDICTION AND VENUE

20 19. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
22 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
23 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

24 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,
25 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
26 maintained offices and facilities in this County and/or conducts substantial business in this
27 County, and (ii) committed the wrongful conduct herein alleged in this County against members
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1 of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.
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3 **THE CALIFORNIA CLASS**

4 21. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
5 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
6 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
7 all individuals who are or previously were employed by DEFENDANT in California and
8 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
9 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
10 determined by the Court (the "CALIFORNIA CLASS PERIOD").

11 22. To the extent equitable tolling operates to toll claims by the CALIFORNIA
12 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
13 accordingly.

14 23. The California Legislature has commanded that "all wages... ..earned by any
15 person in any employment are due and payable twice during each calendar month, on days
16 designated in advance by the employer as the regular paydays", and further that "[a]ny work
17 in excess of eight hours in one workday and any work in excess of 40 hours in any one
18 workweek . . . shall be compensated at the rate of no less than one and one-half times the
19 regular rate of pay for an employee." (Lab. Code § 204 and § 510(a).) The Industrial Welfare
20 Commission (IWC), however, is statutorily authorized to "establish exemptions from the
21 requirement that an overtime rate of compensation be paid... ..for executive, administrative, and
22 professional employees, provided [inter alia] that the employee is primarily engaged in duties
23 that meet the test of the exemption, [and] customarily and regularly exercises discretion and
24 independent judgment in performing those duties..." (Lab. Code § 510(a).) Neither the
25 PLAINTIFF nor the other members of the CALIFORNIA CLASS and/or the CALIFORNIA
26 LABOR SUB-CLASS qualify for exemption from the above requirements.

27 24. DEFENDANT, as a matter of company policy, practice and procedure, and in
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1 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
2 requirements, and the applicable provisions of California law, intentionally, knowingly, and
3 wilfully, engaged in a practice whereby DEFENDANT systematically failed to correctly
4 calculate and record overtime compensation for overtime worked by PLAINTIFF and the other
5 members of the CALIFORNIA CLASS, even though DEFENDANT enjoyed the benefit of this
6 work, required employees to perform this work and permitted or suffered to permit this
7 overtime work.

8 25. DEFENDANT has the legal burden to establish that each and every
9 CALIFORNIA CLASS Member is paid the applicable rate for all overtime worked and to
10 accurately calculate the “regular rate of pay” by including the incentive compensation that
11 PLAINTIFF and members of the CALIFORNIA CLASS were awarded by DEFENDANT.
12 DEFENDANT, however, as a matter of uniform and systematic policy and procedure failed to
13 have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy
14 or practice to ensure that each and every CALIFORNIA CLASS Member is paid the applicable
15 overtime rate for all overtime worked, so as to satisfy their burden. This common business
16 practice applicable to each and every CALIFORNIA CLASS Member can be adjudicated on
17 a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code
18 §§ 17200, *et seq.* (the “UCL”) as causation, damages, and reliance are not elements of this
19 claim.

20 26. At no time during the CALIFORNIA CLASS PERIOD was the compensation for
21 any member of the CALIFORNIA CLASS properly recalculated so as to compensate the
22 employee for all overtime worked at the applicable rate, as required by California Labor Code
23 §§ 204 and 510, *et seq.* At no time during the CALIFORNIA CLASS PERIOD was the
24 overtime compensation for any member of the CALIFORNIA CLASS properly recalculated so
25 as to include all earnings in the overtime compensation calculation as required by California
26 Labor Code §§ 510, *et seq.*

27 27. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
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1 CLASS Members is impracticable.

2 28. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
3 California law by:

4 (a) Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code
5 §§ 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in
6 place company policies, practices and procedures that failed to pay all
7 wages due the CALIFORNIA CLASS for all overtime worked, and failed
8 to accurately record the applicable rates of all overtime worked by the
9 CALIFORNIA CLASS;

10 (b) Committing an act of unfair competition in violation of the California
11 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by
12 unlawfully, unfairly, and/or deceptively having in place a company policy,
13 practice and procedure that failed to correctly calculate overtime
14 compensation due to PLAINTIFF and the members of the CALIFORNIA
15 CLASS;

16 (c) Committing an act of unfair competition in violation of the California
17 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by
18 failing to provide mandatory meal and rest breaks to PLAINTIFF and the
19 CALIFORNIA CLASS members; and,

20 (d) Committing an act of unfair competition in violation of the California
21 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by
22 violating Cal. Lab. Code § 2802 by failing to reimburse the PLAINTIFFS
23 and the CALIFORNIA CLASS members with necessary expenses
24 incurred in the discharge of their job duties.

25 29. This Class Action meets the statutory prerequisites for the maintenance of a Class
26 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

27 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
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that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA CLASS will apply uniformly to every member of the CALIFORNIA CLASS;

(c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members of the CALIFORNIA CLASS, was subjected to the uniform employment practices of DEFENDANT and was a non-exempt employee paid on an hourly basis and paid additional non-discretionary incentive wages who was subjected to the DEFENDANT's practice and policy which fails to pay the correct rate of overtime wages due to the CALIFORNIA CLASS for all overtime worked by the CALIFORNIA CLASS and thereby systematically underpays overtime compensation to the CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA CLASS were and are similarly or identically harmed by the same unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS

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Members.

30. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- (a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
 - 2) Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- (b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due. Including the correct overtime rate, for all worked by the members of the CALIFORNIA CLASS as required by law;
 - 1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory

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relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

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- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual’s job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

31. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT’s employment practices are uniform and systematically applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;

- 1 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
- 2 able to obtain effective and economic legal redress unless the action is
- 3 maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
- 5 equitable relief for the acts of unfair competition, statutory violations and
- 6 other improprieties, and in obtaining adequate compensation for the
- 7 damages and injuries which DEFENDANT's actions have inflicted upon
- 8 the CALIFORNIA CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of
- 10 DEFENDANT are sufficient to adequately compensate the members of
- 11 the CALIFORNIA CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally applicable
- 13 to the CALIFORNIA CLASS, thereby making final class-wide relief
- 14 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 15 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
- 16 the business records of DEFENDANT; and,
- 17 (i) Class treatment provides manageable judicial treatment calculated to bring
- 18 a efficient and rapid conclusion to all litigation of all wage and hour
- 19 related claims arising out of the conduct of DEFENDANT as to the
- 20 members of the CALIFORNIA CLASS.

21 32. DEFENDANT maintains records from which the Court can ascertain and identify
22 by job title each of DEFENDANT's employees who as have been systematically, intentionally
23 and uniformly subjected to DEFENDANT's company policy, practices and procedures as herein
24 alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles
25 of similarly situated employees when they have been identified.

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THE CALIFORNIA LABOR SUB-CLASS

33. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth and Seventh causes of Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS classified as non-exempt employees (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3) years prior to the filing of the complaint and ending on the date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382.

34. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate overtime compensation for the overtime worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and failed to correctly calculate meal premium pay, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has uniformly denied these CALIFORNIA LABOR SUB-CLASS Members overtime wages at the correct amount to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

35. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT’s employees who have been systematically, intentionally and uniformly subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

36. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable.

1 37. Common questions of law and fact exist as to members of the CALIFORNIA
2 LABOR SUB-CLASS, including, but not limited, to the following:

- 3 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
4 overtime compensation to members of the CALIFORNIA LABOR SUB-
5 CLASS in violation of the California Labor Code and California
6 regulations and the applicable California Wage Order;
- 7 (b) Whether the members of the CALIFORNIA LABOR SUB-CLASS are
8 entitled to overtime compensation for overtime worked under the overtime
9 pay requirements of California law;
- 10 (c) Whether DEFENDANT failed to accurately record the applicable
11 overtime rates for all overtime worked PLAINTIFF and the other
12 members of the CALIFORNIA LABOR SUB-CLASS;
- 13 (d) Whether DEFENDANT failed to provide PLAINTIFF and the other
14 members of the CALIFORNIA LABOR SUB-CLASS with legally
15 required meal and rest periods;
- 16 (e) Whether DEFENDANT failed to provide PLAINTIFF and the other
17 members of the CALIFORNIA LABOR SUB-CLASS with accurate
18 itemized wage statements;
- 19 (f) Whether DEFENDANT has engaged in unfair competition by the
20 above-listed conduct;
- 21 (g) The proper measure of damages and penalties owed to the members of the
22 CALIFORNIA LABOR SUB-CLASS; and,
- 23 (h) Whether DEFENDANT's conduct was willful.

24 38. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
25 under California law by:

- 26 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to accurately pay
27 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
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CLASS the correct overtime pay for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194 & § 1198;

- (b) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty meal and rest breaks and failed to pay meal break premiums at the correct rate of pay;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing all accurate and applicable overtime rates in effect during the pay period and the corresponding amount of time worked at each overtime rate by the employee;
- (d) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,
- E) Committing an act of unfair competition in violation of the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA CLASS members with necessary expenses incurred in the discharge of their job duties.

39. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class

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will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;

(c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an hourly basis and paid additional non-discretionary incentive wages who was subjected to the DEFENDANT's practice and policy which failed to pay the correct rate of overtime wages due to the CALIFORNIA LABOR SUB-CLASS for all overtime worked. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, unfair and pervasive pattern of misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFF will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

40. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

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(a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
- 2) Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due. Including the correct overtime rate, for all overtime worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;

(c) Common questions of law and fact predominate as to the members of the CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

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- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment

1 will obviate the need for unduly and unnecessary duplicative
2 litigation that is likely to result in the absence of certification of
3 this action pursuant to Cal. Code of Civ. Proc. § 382.

4 41. This Court should permit this action to be maintained as a Class Action pursuant
5 to Cal. Code of Civ. Proc. § 382 because:

- 6 (a) The questions of law and fact common to the CALIFORNIA LABOR
7 SUB-CLASS predominate over any question affecting only individual
8 CALIFORNIA LABOR SUB-CLASS Members;
- 9 (b) A Class Action is superior to any other available method for the fair and
10 efficient adjudication of the claims of the members of the CALIFORNIA
11 LABOR SUB-CLASS because in the context of employment litigation a
12 substantial number of individual CALIFORNIA LABOR SUB-CLASS
13 Members will avoid asserting their rights individually out of fear of
14 retaliation or adverse impact on their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that it is impractical to bring all members of the CALIFORNIA
17 LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
19 Members, will not be able to obtain effective and economic legal redress
20 unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations and
23 other improprieties, and in obtaining adequate compensation for the
24 damages and injuries which DEFENDANT's actions have inflicted upon
25 the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
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- 1 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 2 (g) DEFENDANT has acted or refused to act on grounds generally applicable
- 3 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
- 4 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
- 5 CLASS as a whole;
- 6 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
- 7 ascertainable from the business records of DEFENDANT. The
- 8 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
- 9 CLASS Members classified as non-exempt employees during the
- 10 CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 11 (i) Class treatment provides manageable judicial treatment calculated to bring
- 12 a efficient and rapid conclusion to all litigation of all wage and hour
- 13 related claims arising out of the conduct of DEFENDANT as to the
- 14 members of the CALIFORNIA LABOR SUB-CLASS.

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16 **FIRST CAUSE OF ACTION**

17 **For Unlawful Business Practices**

18 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

20 42. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and

21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this

22 Complaint.

23 43. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.

24 Code § 17021.

25 44. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines

26 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section

27 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair

1 competition as follows:

2 Any person who engages, has engaged, or proposes to engage in unfair
3 competition may be enjoined in any court of competent jurisdiction. The court
4 may make such orders or judgments, including the appointment of a receiver, as
5 may be necessary to prevent the use or employment by any person of any practice
6 which constitutes unfair competition, as defined in this chapter, or as may be
7 necessary to restore to any person in interest any money or property, real or
8 personal, which may have been acquired by means of such unfair competition.

6 Cal. Bus. & Prof. Code § 17203.

7 45. By the conduct alleged herein, DEFENDANT has engaged and continues to
8 engage in a business practice which violates California law, including but not limited to, the
9 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
10 including Sections 204, 206.5, 226.7, 510, 512, 558, 1194, 1198 & 2802, for which this Court
11 should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203
12 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
13 including restitution of wages wrongfully withheld.

14 46. By the conduct alleged herein, DEFENDANT's practices were unlawful and
15 unfair in that these practices violated public policy, were immoral, unethical, oppressive,
16 unscrupulous or substantially injurious to employees, and were without valid justification or
17 utility for which this Court should issue equitable and injunctive relief pursuant to Section
18 17203 of the California Business & Professions Code, including restitution of wages wrongfully
19 withheld.

20 47. By the conduct alleged herein, DEFENDANT's practices were deceptive and
21 fraudulent in that DEFENDANT's uniform policy and practice failed to pay PLAINTIFF, and
22 other members of the CALIFORNIA CLASS, wages due for overtime worked, engages in a
23 practice whereby DEFENDANT fails to correctly calculate reporting time compensation for the
24 reporting time worked by PLAINTIFF and the other members of the CALIFORNIA CLASS,
25 failed to accurately to record the applicable rate of all overtime worked, and failed to provide
26 the required amount of overtime compensation due to a systematic miscalculation of the
27 overtime rate that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial

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1 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for
2 which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code
3 § 17203, including restitution of wages wrongfully withheld.

4 48. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
5 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
6 other members of the CALIFORNIA CLASS to be underpaid during their employment with
7 DEFENDANT.

8 49. By the conduct alleged herein, DEFENDANT's practices were also unfair and
9 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
10 mandatory meal and rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

11 50. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty
13 meal period was not timely provided and/or not paid at the correct meal premium rate for each
14 five (5) hours of work, and/or one (1) hour of pay for each workday in which a second off-duty
15 meal period was not timely provided for each ten (10) hours of work.

16 51. PLAINTIFF demands on behalf of herself and on behalf of each CALIFORNIA
17 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period
18 was not timely provided as required by law.

19 52. By and through the unlawful and unfair business practices described herein,
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
21 other members of the CALIFORNIA CLASS, including earned wages for all overtime worked,
22 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
24 to unfairly compete against competitors who comply with the law.

25 53. All the acts described herein as violations of, among other things, the Industrial
26 Welfare Commission Wage Orders, the California Code of Regulations, and the California
27 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
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1 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
2 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 54. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
4 and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
7 unfair business practices, including earned but unpaid wages for all overtime worked.

8 55. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
11 engaging in any unlawful and unfair business practices in the future.

12 56. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
14 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
15 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
16 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
17 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
18 engage in these unlawful and unfair business practices.

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20 **SECOND CAUSE OF ACTION**

21 **For Failure To Pay Overtime Compensation**

22 **[Cal. Lab. Code §§ 204, 510, 1194 and 1198]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 57. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
26 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
27 of this Complaint.

1 58. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
2 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
3 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
4 accurately calculate the applicable rates for all overtime worked by PLAINTIFF and other
5 members of the CALIFORNIA LABOR SUB-CLASS and DEFENDANT's failure to properly
6 compensate the members of the CALIFORNIA LABOR SUB-CLASS for overtime worked,
7 including, work performed in excess of eight (8) hours in a workday and/or forty (40) hours in
8 any workweek.

9 59. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
10 public policy, an employer must timely pay its employees for all hours worked.

11 60. Cal. Lab. Code § 510 further provides that employees in California shall not be
12 employed more than eight (8) hours per workday and/or more than forty (40) hours per
13 workweek unless they receive additional compensation beyond their regular wages in amounts
14 specified by law.

15 61. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
16 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab.
17 Code § 1198 further states that the employment of an employee for longer hours than those
18 fixed by the Industrial Welfare Commission is unlawful.

19 62. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and
20 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
21 amount of overtime worked and correct applicable overtime rate for the amount of overtime
22 they worked. As set forth herein, DEFENDANT's uniform policy and practice was to
23 unlawfully and intentionally deny timely payment of wages due for the overtime worked by
24 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, and
25 DEFENDANT in fact failed to pay these employees the correct applicable overtime wages for
26 all overtime worked.

27 63. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
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1 without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a
2 result of implementing a uniform policy and practice that denied accurate compensation to
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for all
4 overtime worked, including, the work performed in excess of eight (8) hours in a workday
5 and/or forty (40) hours in any workweek.

6 64. In committing these violations of the California Labor Code, DEFENDANT
7 inaccurately calculated the amount of overtime worked and the applicable overtime rates and
8 consequently underpaid the actual time worked by PLAINTIFF and other members of the
9 CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal attempt to avoid the
10 payment of all earned wages, and other benefits in violation of the California Labor Code, the
11 Industrial Welfare Commission requirements and other applicable laws and regulations.

12 65. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
13 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
14 receive full compensation for all overtime worked.

15 66. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
16 from the overtime requirements of the law. None of these exemptions are applicable to
17 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
18 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not subject
19 to a valid collective bargaining agreement that would preclude the causes of action contained
20 herein this Complaint. Rather, the PLAINTIFF brings this Action on behalf of herself and the
21 CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-negotiable,
22 non-waiveable rights provided by the State of California.

23 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
24 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that
25 they were entitled to, constituting a failure to pay all earned wages.

26 68. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
27 CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in

1 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194
2 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
3 CLASS were required to work, and did in fact work, overtime as to which DEFENDANT failed
4 to accurately record and pay using the applicable overtime rate as evidenced by
5 DEFENDANT's business records and witnessed by employees.

6 69. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
7 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
8 CLASS for the true time they worked, PLAINTIFF and the other members of the
9 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
10 injury in amounts which are presently unknown to them and which will be ascertained
11 according to proof at trial.

12 70. DEFENDANT knew or should have known that PLAINTIFF and the other
13 members of the CALIFORNIA LABOR SUB-CLASS are under compensated for their overtime
14 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
15 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
16 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
17 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
18 applicable overtime rate.

19 71. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
21 all time worked and provide them with the requisite overtime compensation, DEFENDANT
22 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
23 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
24 disregard for their legal rights, or the consequences to them, and with the despicable intent of
25 depriving them of their property and legal rights, and otherwise causing them injury in order
26 to increase company profits at the expense of these employees.

27 72. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
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1 therefore request recovery of all unpaid wages, including overtime wages, according to proof,
2 interest, statutory costs, as well as the assessment of any statutory penalties against
3 DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable
4 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA
5 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT'S
6 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
7 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
8 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
9 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF
10 and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover
11 statutory costs.

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13 **THIRD CAUSE OF ACTION**

14 **For Failure to Provide Required Meal Period Premium Pay**

15 **[Cal. Lab. Code §§ 226.7 & 512]**

16 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
17 **Defendants)**

18 73. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
19 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
20 paragraphs of this Complaint.

21 74. During the CALIFORNIA CLASS PERIOD, from time to time,
22 DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF
23 and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable
24 Wage Order and Labor Code. In these pay periods where DEFENDANT failed to provide
25 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members with lawfully
26 compliant meal periods, DEFENDANT also failed to provide these workers with meal
27 period premium pay at the correct rate that included all of these employees' non-

1 discretionary incentive wages earned in the same pay period. The nature of the work
2 performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not
3 prevent these employees from being relieved of all of their duties for the legally required
4 off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other
5 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by
6 DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide
7 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required
8 meal premium pay at the correct rate is evidenced by DEFENDANT's business records. As
9 a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS
10 therefore forfeited meal break premium pay without in accordance with DEFENDANT's
11 strict corporate policy and practice.

12 75. DEFENDANT further violated California Labor Code §§ 226.7 and the
13 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
14 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
15 the applicable Wage Order, one additional hour of compensation at each employee's regular
16 rate of pay for each workday that a meal period was not provided.

17 76. As a proximate result of the aforementioned violations, PLAINTIFF and
18 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
19 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
20 suit.

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22 **FOURTH CAUSE OF ACTION**

23 **For Failure to Provide Required Rest Periods**

24 **[Cal. Lab. Code §§ 226.7 & 512]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
26 **Defendants)**

27 77. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
28

1 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
2 of this Complaint.

3 78. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
4 time to time required to work in excess of four (4) hours without being provided ten (10) minute
5 rest periods. Further, these employees were denied their first rest periods of at least ten (10)
6 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest
7 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,
8 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of
9 ten (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
10 were also not provided with one hour wages in lieu thereof. As a result of their rigorous work
11 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
12 periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

13 79. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
14 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
15 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
16 Order, one additional hour of compensation at each employee's regular rate of pay for each
17 workday that rest period was not provided.

18 80. As a proximate result of the aforementioned violations, PLAINTIFF and
19 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
20 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
21 suit.

22 **FIFTH CAUSE OF ACTION**

23 **For Failure to Reimburse Employees for Required Expenses**

24 **[Cal. Lab. Code § 2802]**

25 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
26 **Defendants)**

27 81. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
28

1 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
2 of this Complaint.

3 82. Cal. Lab. Code § 2802 provides, in relevant part, that:

4 An employer shall indemnify his or her employee for all necessary expenditures
5 or losses incurred by the employee in direct consequence of the discharge of his
6 or her duties, or of his or her obedience to the directions of the employer, even
7 though unlawful, unless the employee, at the time of obeying the directions,
8 believed them to be unlawful.

9 83. DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and
10 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for required
11 expenses incurred in the discharge of their job duties for DEFENDANT's benefit. Specifically,
12 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
13 members for expenses which included, but were not limited to, costs related to traveling all on
14 behalf of and for the benefit of DEFENDANT. DEFENDANT's uniform policy, practice and
15 procedure was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
16 members for expenses resulting from traveling for DEFENDANT within the course and scope
17 of their employment for DEFENDANT. These expenses were necessary to complete their
18 principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any
19 waiver of this expectation. Although these expenses were necessary expenses incurred by
20 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to
21 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members
22 for these expenses as an employer is required to do under the laws and regulations of California.

23 84. PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members were forced
24 by the expectation of DEFENDANT and DEFENDANT's written policy to contribute to the
25 DEFENDANT's business expenses, which expenses must be refunded by DEFENDANT to
26 each member of the CALIFORNIA LABOR SUB-CLASS.

27 85. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
28 by her and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job
duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest

1 at the statutory rate and costs under Cal. Lab. Code § 2802.

2
3 **SIXTH CAUSE OF ACTION**

4 **For Failure to Provide Accurate Itemized Statements**

5 **[Cal. Lab. Code § 226]**

6 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
7 **Defendants)**

8 86. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
9 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
10 of this Complaint.

11 87. Cal. Labor Code § 226 provides that an employer must furnish employees with
12 an “accurate itemized” statement in writing showing:

- 13 (1) gross wages earned,
- 14 (2) total hours worked by the employee, except for any employee whose compensation
15 is solely based on a salary and who is exempt from payment of overtime under
16 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
17 Commission,
- 18 (3) the number of piecerate units earned and any applicable piece rate if the employee
19 is paid on a piece-rate basis,
- 20 (4) all deductions, provided that all deductions made on written orders of the employee
21 may be aggregated and shown as one item,
- 22 (5) net wages earned,
- 23 (6) the inclusive dates of the period for which the employee is paid,
- 24 (7) the name of the employee and his or her social security number, except that by
25 January 1, 2008, only the last four digits of his or her social security number or an
26 employee identification number other than a social security number may be shown on
27 the itemized statement,
- 28 (8) the name and address of the legal entity that is the employer, and

1 (9) all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee.

3 88. When PLAINTIFF and other CALIFORNIA CLASS Members worked overtime
4 in the same pay period they earned incentive wages and/or missed rest breaks, DEFENDANT
5 also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with
6 complete and accurate wage statements which failed to show, among other things, the correct
7 overtime rate for overtime worked, including, work performed in excess of eight (8) hours in
8 a workday and/or forty (40) hours in any workweek, and the correct penalty payments for
9 missed rest periods. Cal. Lab. Code § 226 provides that every employer shall furnish each of
10 his or her employees with an accurate itemized wage statement in writing showing, among other
11 things, gross wages earned and all applicable hourly rates in effect during the pay period and
12 the corresponding amount of time worked at each hourly rate. Aside, from the violations listed
13 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
14 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
15 from time to time DEFENDANT provided PLAINTIFF and the other members of the
16 CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

17 89. DEFENDANT knowingly and intentionally failed to comply with Cal. Labor
18 Code § 226, causing injury and damages to the PLAINTIFF and the other members of the
19 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
20 expended calculating the correct rates for the overtime worked and the amount of employment
21 taxes which were not properly paid to state and federal tax authorities. These damages are
22 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA
23 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the
24 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
25 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according
26 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for
27 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

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SEVENTH CAUSE OF ACTION
For Failure to Pay Wages When Due
[Cal. Lab. Code §§ 201, 202, 203]
(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All
Defendants)

90. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

91. Cal. Lab. Code § 200 provides that:

- As used in this article:
- (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
 - (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

92. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

93. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

94. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

95. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action

1 the requirements and exhaust the administrative procedures under the Private Attorney General
2 Act, brings this Representative Action on behalf of the State of California with respect to
3 herself and all individuals who are or previously were employed by DEFENDANT in
4 California and classified as non-exempt employees during the time period of July 10, 2017 until
5 the present (the "AGGRIEVED EMPLOYEES").

6 101. On July 13, 2018, Plaintiff gave written notice by electronic mail to the Labor and
7 Workforce Development Agency (the "Agency") and by certified mail to the employer of the
8 specific provisions of this code alleged to have been violated as required by Labor Code §
9 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference herein. The statutory
10 waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a
11 result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil
12 action under PAGA pursuant to Section 2699 as the proxy of the State of California with
13 respect to all AGGRIEVED EMPLOYEES as herein defined.

14 102. The policies, acts and practices heretofore described were and are an unlawful
15 business act or practice because Defendant (a) failed to provide PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES for all of the hours they worked, including overtime, (b) failed
17 to properly record and provide legally required meal and rest periods, (c) failed to provide
18 accurate itemized wage statements, (d) failed to pay wages when due and, (e) failed to
19 reimburse employees for required expenses, all in violation of the applicable Labor Code
20 sections listed in Labor Code Sections §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558,
21 1194, 1198, 2802, and the applicable Industrial Wage Order(s), and thereby gives rise to
22 statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil
23 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
24 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
25 the other AGGRIEVED EMPLOYEES.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:


- 5 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 7 B) An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 9 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
10 withheld from compensation due to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS; and,
- 12 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 16 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth and Seventh Causes
17 of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
18 pursuant to Cal. Code of Civ. Proc. § 382;
- 19 B) Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due PLAINTIFF and the other members of
21 the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA
22 LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- 23 C) Meal and Rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512
24 and the applicable IWC Wage Order;
- 25 D) The amount of the expenses PLAINTIFFS and each member of the
26 CALIFORNIA LABOR SUB-CLASS incurred in the course of their job duties,
27 plus interest, and costs of suit;

- 1 E) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
2 in which a violation occurs and one hundred dollars (\$100) per each member of
3 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
4 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
5 an award of costs for violation of Cal. Lab. Code § 226; and,
- 6 F) The wages of all terminated employees from the CALIFORNIA LABOR SUB-
7 CLASS as a penalty from the due date thereof at the same rate until paid or until
8 an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 9 3. On behalf of the State of California and with respect to all AGGRIEVED
10 EMPLOYEES:
- 11 (A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
12 General Act of 2004.
- 13 4. On all claims:
- 14 A) An award of interest, including prejudgment interest at the legal rate;
15 B) Such other and further relief as the Court deems just and equitable; and,
16 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
17 including, but not limited to, pursuant to Labor Code §218.5, §226, and/or §1194.

18 Dated: September 17, 2018 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
19

20
21 
22 By: _____
23 Norman B. Blumenthal
24 Attorneys for Plaintiff
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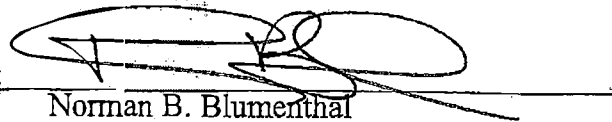
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: September 17, 2018 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____



Norman B. Blumenthal
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

July 13, 2018
CA1586

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Starbucks Corporation
Online Filing Certified Mail # 70172620000111327080
CSC Lawyers Incorporated Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 226(a), 226.7, 510, 558, 512, 1194, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Shayna Amster (“Plaintiff”), and other aggrieved employees in a lawsuit against Starbucks Corporation (“Defendant”). Plaintiff was employed by Defendant in California from April of 2015 to October of 2017 as a nonexempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control, including overtime worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, including overtime wages and for all of their missed meal and rest breaks. As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1194, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference.

Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable the Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Starbucks Hit with Unpaid Overtime Class Action Lawsuit in California](#)
