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Attorneys for Plaintiff RAYCINE SANCHEZ, as an individual, and on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

RAYCINE SANCHEZ, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

STARBUCKS CORPORATION, a
Washington Corporation; and DOES 1 through
50 inclusive,

Defendants.

UNLIMITED COMPLAINT

Case No. **23STCV08804**

1. PAGA CIVIL PENALTIES

DEMAND FOR JURY TRIAL

1 PLAINTIFF RAYCINE SANCHEZ as an individual, and on behalf of all aggrieved employees, and
2 alleges on information and belief the following against STARBUCKS CORPORATION, and DOES
3 1 through 50, inclusive (collectively, and hereinafter referred to as “DEFENDANTS”):

4 **INTRODUCTION**

5 1. This is a PAGA-only lawsuit being brought on behalf of all non-exempt employees who
6 work(ed) for DEFENDANTS in California, seeking only relief as authorized by the PAGA statutes
7 (Labor Code Section 2698 et seq.). PLAINTIFF and aggrieved employees work(ed) at
8 DEFENDANTS’ various locations in California. PLAINTIFF and aggrieved employees have been
9 subjected to numerous wage and hour violations which are the result of systemic policies and
10 procedures implemented by DEFENDANTS.

11 2. DEFENDANTS’ actions give rise to violations of state wage and hour laws, including laws
12 mandating the payment of wages. Through this lawsuit, PLAINTIFF, and all aggrieved employees,
13 seek to recover all penalties associated with DEFENDANTS’ rampant and willful violations of the
14 law, costs, and attorneys’ fees.

15 **JURISDICTION**

16 3. The Court has personal jurisdiction over DEFENDANTS because they are residents and/or
17 doing business in the state of California.

18 **THE PARTIES**

19 4. PLAINTIFF RAYCINE SANCHEZ is, and at all times relevant hereto was, a resident of the
20 State of California.

21 5. PLAINTIFF is informed and believes and based thereon alleges that STARBUCKS
22 CORPORATION, at all times relevant herein, employed California persons throughout the state
23 including the County of Los Angeles, State of California.

24 6. Section 2 of the applicable Industrial Wage Commission Order defines an “employer” as
25 any “person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an
26 agent or any other person, employs or exercises control over the wages, hours or working conditions

1 of any person.” PLAINTIFF is informed and believes and on this basis alleges that DEFENDANTS
2 employ or exercise control over the wages, hours or working conditions of PLAINTIFF and the rest
3 of the aggrieved employees.

4 7. PLAINTIFF RAYCINE SANCHEZ is informed and believes and based thereon alleges that
5 PLAINTIFF was employed by DEFENDANTS from on or about March 2015 through and including
6 June 2022.

7 8. Whenever in this Complaint reference is made to DEFENDANTS, such allegations shall be
8 deemed to mean the acts of all defendants acting individually, jointly, and/or severally. PLAINTIFF
9 is informed and believes, and on that basis allege, that DEFENDANTS and DOES 1 through 50
10 constitute an integrated enterprise based on their interrelation of operations, common management,
11 centralized control of labor relations, common ownership, and financial control. Specifically,
12 PLAINTIFF is informed and believes and thereon alleges that: each of the DEFENDANTS operate
13 according to uniform policies and procedures for controlling the work of PLAINTIFF and the
14 aggrieved employees; DEFENDANTS operate as an interrelated operation; DEFENDANTS are
15 operated by a small group of shared officers and directors; and each of the DEFENDANTS share
16 and control the management of the premises where PLAINTIFF and aggrieved employees worked
17 or work. PLAINTIFF allege on information and belief that DEFENDANTS are and/or were joint
18 employers of PLAINTIFF and aggrieved employees. Thus, adherence to the fiction of the separate
19 existence of each defendant here would permit abuse, sanction, fraud and promote injustice. The
20 true names and capacities of defendants named herein as DOES 1-50, inclusive, whether individual,
21 corporate, associate, or otherwise, are unknown to PLAINTIFF, who therefore sue these defendants
22 by such fictitious names. PLAINTIFF will amend this Complaint to show true names and capacities
23 of these defendants when they are ascertained.

24 9. At all times mentioned herein, DEFENDANTS, and each of them, were the agents,
25 representatives, employees, successors, assigns, parents, subsidiaries, and/or affiliates, each of the
26 other, and at all times pertinent hereto were acting within the course and scope of their authority as

1 such agents, representatives, employees, successors, assigns, parents, subsidiaries and/or affiliates.
2 PLAINTIFF also alleges that DEFENDANTS were, at all times relevant hereto, the alter egos of
3 each other and jointly employed PLAINTIFF, and aggrieved employees. Wherever reference is
4 made to DEFENDANTS herein, it is intended to include all of the named DEFENDANTS as well
5 as the DOE defendants. Each of the fictitiously named DOE defendants is responsible for the
6 occurrences herein alleged and proximately caused PLAINTIFF's and aggrieved employees'
7 entitlement to PAGA penalties.

8 **FACTS COMMON TO ALL CAUSES OF ACTION**

9 10. PLAINTIFF and AGGRIEVED EMPLOYEES are current or former non-exempt employees
10 of DEFENDANTS. PLAINTIFF and AGGRIEVED EMPLOYEES have been subjected to a variety
11 of wage and hour violations during their employment with DEFENDANTS. Throughout their
12 employment with DEFENDANTS, DEFENDANTS have wrongfully failed to authorize and permit
13 PLAINTIFF and members of the AGGRIEVED EMPLOYEES to take their uninterrupted 10-
14 minute rest breaks, for every four hours of work or major fraction thereof, as required by the Labor
15 Code and the applicable Wage Order. DEFENDANTS have also wrongfully failed to authorize and
16 permit PLAINTIFF and members of the AGGRIEVED EMPLOYEES to take their uninterrupted,
17 all off-duty 30-minute meal periods for every five hours of work.

18 11. PLAINTIFF and members of the AGGRIEVED EMPLOYEES are also routinely not
19 provided with compensation in lieu of rest or meal breaks as required by California
20 law. DEFENDANTS employed policies and procedures that prevented the AGGRIEVED
21 EMPLOYEES from being relieved of all duty for purposes of taking their statutorily entitled
22 breaks, and thus, owe AGGRIEVED EMPLOYEES civil penalties as a result for their failure to
23 comply with Labor Code Section 226.7.

24 12. DEFENDANTS also required and/or permitted off-the-clock work, including but not
25 limited to pre- and post-shift duties and work done while clocked out for meal periods, further
26 precluding the Aggrieved employees from being paid for all time worked, including but not

1 limited to overtime premiums as required by law. As a result of these derivative violations,
2 overtime was not properly captured, and overtime premiums were thus denied. In addition,
3 because of the failure to capture the off-the-clock work as well as the failure to calculate the
4 corresponding non-discretionary pay, the regular adjusted rate was not properly calculated, and
5 thus, overtime premiums were not properly calculated and paid.

6 13. DEFENDANTS also failed to properly provide, make available, and pay for sick leave as
7 required by law. Because DEFENDANTS did not pay full minimum wage for all time worked,
8 DEFENDANTS could not have credited and paid sick leave in accordance with the law as it
9 relates to PLAINTIFF and members of the AGGRIEVED EMPLOYEES.

10 14. DEFENDANTS furthermore did not timely pay for all wages due, as the paychecks that
11 PLAINTIFF and members of the AGGRIEVED EMPLOYEES were provided with did not
12 account for all wages earned, as a result, did not pay PLAINTIFF and members of the
13 AGGRIEVED EMPLOYEES all wages owed on a timely basis.

14 15. DEFENDANTS also provided inaccurate and incomplete wage statements to PLAINTIFF
15 and members of the AGGRIEVED EMPLOYEES. The wage statements are inaccurate with
16 respect to the actual hours worked by employees, the gross wages earned, and the net wages
17 earned, among other deficiencies. In addition, all applicable hourly rates in effect, and hours
18 worked at said rates, were not properly itemized and listed. The inaccurate wage statements create
19 an actual injury, including making it more difficult for PLAINTIFF and members of the
20 AGGRIEVED EMPLOYEES to determine what compensation they are owed but were not paid.
21 Overall, DEFENDANTS' itemized statements to PLAINTIFF and members of the AGGRIEVED
22 EMPLOYEES make it appear as if they have been paid for all hours worked when in fact there are
23 numerous hours for which they were not paid.

24 16. Accordingly, and by virtue of this action, PLAINTIFF, on behalf of herself and all
25 aggrieved employees, seek all PAGA civil penalties as a result of the aforementioned violations,
26 during the statute of limitations period.

17. DEFENDANTS' violations of the law were willful and done according to DEFENDANTS' established policies and procedures applicable to PLAINTIFF and the AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION FOR
PAGA CIVIL PENALTIES

(By PLAINTIFF, on behalf of herself and all aggrieved employees, against DEFENDANTS)

18. Plaintiff incorporates by reference all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

19. During the the statute of limitations' period preceding the filing of the initial complaint in this action, Plaintiff alleges on behalf of herself **and** all others—on information and belief—that Defendants violated Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.6, 233, 245 et seq., 256, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, as well as all applicable Wage Orders.

20. As described throughout this complaint, and as the violations are described and flow from both the allegations in this complaint and/or the aforementioned statutes, Defendants thus violated all of the aforementioned labor code violations. These violations subject Employer and individuals to civil penalties as set forth in (1) the foregoing statutes to the extent that they are specified and contained therein, which Plaintiff will be seeking on her own behalf and on the behalf of all aggrieved employees; or to (2) other PAGA relief. To the extent that that the statutes do not provide for PAGA civil penalties or PAGA available relief, then Plaintiff will seek the default PAGA penalties for each of the preceding statutory violations in accordance with Labor Code section 2699(f) for herself and for all aggrieved employees, as well as the LWDA. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claim for civil penalties. Plaintiff exhausted her administrative remedies by providing notice to the LWDA and to Defendants as required by the PAGA statute, complying with all requirements to exhaust her administrative remedies on or

1 about February 13, 2023. Neither Plaintiff nor Plaintiff's counsel received a response from
2 Defendants or the LWDA.

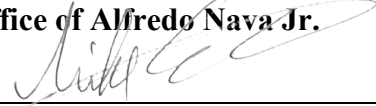
3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF and the AGGRIEVED EMPLOYEES pray for judgment
5 against DEFENDANTS as follows:

- 6 1. For Civil penalties as permitted by PAGA;
7 2. For attorney's fees and costs as provided by statute; and
8 3. For any other relief that the Court deems appropriate under the PAGA statutes.

9
10 Dated: April 19, 2023

11 **Elkin | Gamboa, LLP**
12 **Law Office of Alfredo Nava Jr.**

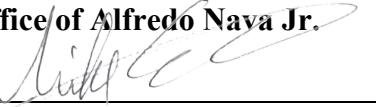
13 By: 
14 MICHAEL ELKIN
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17 Attorneys for PLAINTIFF RAYCINE
18 SANCHEZ, as an individual, and on behalf of all
19 aggrieved employees

20 **DEMAND FOR JURY TRIAL**

21 PLAINTIFF and aggrieved employees demand a trial by jury on all issues so triable.

22 Dated: April 19, 2023

23 **Elkin | Gamboa, LLP**
24 **Law Office of Alfredo Nava Jr.**

25 By: 
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