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March 12, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Starbucks Corporation
2401 Utah Avenue S MS:S-LA1 Suite 800
Seattle, WA 98134
Defendant certified mail # 7022 1670 0001 4770 9775

VIA CERTIFIED MAIL

Agent for Service of Process
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Corporation Service Company dba CSC – Lawyers Incorporating Service
Becky DeGeorge
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Sacramento, CA 95833
Agent certified mail # 7022 1670 0001 4770 9799

VIA CERTIFIED MAIL

Starbucks
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Defendant certified mail # 7022 1670 0001 4770 9805

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Oceanside, CA 92058
Defendant certified mail # 7022 1670 0001 4770 9812

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1229 S Mooney Blvd
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Defendant certified mail # 7022 1670 0001 4770 9829

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VIA CERTIFIED MAIL

Starbucks
2901 Ocean Park Blvd
Santa Monica, CA 90405
Defendant certified mail # 7022 1670 0001 4770 9836

Re: ***Jorvin Avila, Bethany Lynn Foley, Mario Candido Morandin, Chanel Alyssa Lara v. Starbucks Corporation, Starbucks – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Jorvin Avila, Bethany Lynn Foley, Mario Candido Morandin, Chanel Alyssa Lara (“Plaintiffs”), former California employees of Starbucks Corporation (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our clients worked for Defendant in California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our clients and other of its California non-exempt employees.

Plaintiff, Jorvin Avila began working for Defendants on or about August 26, 2024. While working for Defendant as a Barista, Plaintiff was earning (\$20.50) dollars per hour.

Plaintiff, Bethany Lynn Foley began working for Defendants in or around June of 2020. While working for Defendant as a Barista, Plaintiff was earning (\$20.00) dollars per hour.

Plaintiff, Mario Candido Morandin began working for Defendants on or about February 13, 2018. While working for Defendant as a Barista, Plaintiff was earning (\$22.28) dollars per hour.

Plaintiff, Chanel Alyssa Lara began working for Defendants in or around 2019. While working for Defendant as a Barista, Plaintiff was earning (\$20.25) dollars per hour.

Plaintiffs and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiffs and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiffs and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiffs and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiffs and Defendant's California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiffs and its California employees undergo a COVID-19 screening process prior to the start of their scheduled shifts. When Plaintiffs would arrive, they were not allowed to clock-in for the day until they passed a medical examination to screen Plaintiffs for symptoms of COVID-19. The time spent waiting in these COVID-19 screening lines, answering symptom questionnaire, undergoing the COVID-19 screening itself, and the time between completing the COVID-19 screening took Plaintiffs on the average of 1-2 minutes to complete. Plaintiffs and Defendant's California employees were asked to perform tasks prior to clocking in and after they had clocked out, without being compensated for it, such as donning and doffing their uniforms and protective gear. It took Plaintiffs on the average of 1 minute to complete these tasks. Plaintiffs and Defendant California employees were asked to be On-Call shifts, without being compensated for it Defendants routinely made Plaintiffs and its California employees wait in line for the time clocks to become available to clock in or out. The time spent waiting in line took Plaintiffs on the average of 5-10 minutes to complete. Plaintiffs and Defendant's California employees were asked to perform tasks prior to clocking in, without being compensated for it. It took Plaintiffs on the average of 5 minutes to complete these tasks. Plaintiffs and Defendant's California employees were instructed to work approximately 30 seconds after they had clocked out to finish their assignments. Plaintiffs and Defendant's California employees were also required to use their personal cell phone for work-related activities while off the clock, such as responding to group chat text messages, checking schedules, checking manual edits, and downloading work apps, without being compensated for it. It took Plaintiffs on the average of 15 minutes to 2.5 hours to complete these tasks. Defendant did not compensate Plaintiffs and Defendant's California employees if these tasks were completed outside of their regular work hours. These excess hours were not recorded on our clients and Defendant's California employees wage statements. Plaintiffs and Defendant's California employees should have been compensated for that time, but they were not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiffs and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiffs also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiffs and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Additionally, Labor Code Section 1194(a) states: “[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit. Plaintiffs and Defendant’s California employees claim that Defendant engaged in “time-shaving.” This essentially means that the Defendant underpaid Plaintiffs by rounding the time Plaintiffs worked in violation of Labor Code Section 1194(a).

Defendants failed to issue Plaintiffs and Defendant’s California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiffs and Defendants’ California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants’ failure to pay all overtime wages due. Since the wage statements provided to Plaintiffs failed to accurately reflect the total number of Plaintiff’s worked hours, due to the time-shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiffs and Defendants’ California employees.

Defendants knowingly and intentionally failed to provide Plaintiffs and Defendant’s California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiffs and Defendant’s California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant’s California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants’ failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiffs and it’s California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiffs and Defendant’s California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendants failed to reimburse Plaintiffs and Defendant’s California employees for the tools and equipment they purchased to perform work for Defendants, such as pens, markers, grout cleaner. Defendants failed to reimburse Plaintiffs and Defendant’s California employees for the

protective gear they purchased to perform work for Defendants, such as non-slip shoes. Defendants failed to reimburse Plaintiffs and Defendant's California employees for their food handler training expenses, and Lyft ride expenses. Defendant also failed to reimburse Plaintiff and Defendant's California employees for their uniform maintenance. Defendant failed to reimburse Plaintiffs and Defendant's California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant. Defendant failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Plaintiffs allege that Defendant did not provide Plaintiffs and Defendant's California employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14. Plaintiff was required to stand for extended periods of time despite the fact that the nature of their work did not require that they remain standing at all times. California Labor Code § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and Defendant's California employees with suitable seating in violation of § 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

Defendants failed to pay all wages earned to Plaintiffs and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiffs and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

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Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in dark ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN