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Electronically FILED by
Superior Court of California,
County of Los Angeles
12/24/2024 10:15 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff,
RAFAEL ARNALDO ROMERO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

RAFAEL ARNALDO ROMERO, an
individual,

Plaintiff,

vs.

STARBUCKS CORPORATION, a
Washington corporation; ASHLEY
ALLEN, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 24ST CV 33991

COMPLAINT FOR:

- 1. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT
IN VIOLATION OF GOVT. CODE
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT
DISCRIMINATION FROM
OCCURRING IN VIOLATION OF
GOVT. CODE §12940(K);**
- 5. HARASSMENT BASED ON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS
IN VIOLATION OF GOVT. CODE
§12940(n);**
- 8. WRONGFUL TERMINATION IN
VIOLATION OF FEHA (*Govt. Code*
§12940 *et seq.*);**

9. **FAILURE TO PAY OVERTIME WAGES DUE** (Cal. *Labor Code* §§ 510, 1194, 1198; IWC Wage Order No. 5);
10. **FAILURE TO PAY MINIMUM WAGE AND PAY FOR ALL WAGES EARNED** (Cal. *Labor Code* §§ 204, 1194 and 1197; IWC Wage Order No. 5);
11. **FAILURE TO PAY FOR REST PERIODS NOT PROVIDED** (Cal. *Labor Code* § 226.7; IWC Wage Order No. 5);
12. **FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED** (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 5);
13. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS** (Cal. *Labor Code* §226);
14. **FAILURE TO PAY ALL WAGES DUE ON TERMINATION** (Cal. *Labor Code* §203);
15. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (Cal. *Labor Code* §2802);
16. **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS** (Cal. *Labor Code* §1198.5);
17. **UNFAIR COMPETITION** (Cal. *Bus. & Prof. Code* §§17200 et seq.);

DEMAND FOR A JURY TRIAL

RAFAEL ARNALDO ROMERO (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes. This Court also has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

1
2 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
3 395.5, because the claims made, and the *Government Code* and *Labor Code* violations as
4 against the persons identified herein, occurred in Los Angeles County and because Defendant
5 Starbucks Corporation owned and operated their business in Los Angeles County.

6 **II. PARTIES**

7 3. At all times relevant hereto, Plaintiff Rafael Arnaldo Romero (hereinafter
8 “Plaintiff”) was an individual over age 18 and a resident of Los Angeles County, California.

9 4. Plaintiff is informed and believes and thereon alleges that at all times material
10 hereto, Defendant Starbucks Corporation (“STARBUCKS”), has been, and is a Washington
11 corporation, with a principal place of business at 2401 Utah Avenue South MS, S-LA1 Suite
12 800, Seattle, Washington 98134. At all times material hereto, STARBUCKS has been, and is,
13 a company that owns coffee cafes.

14 5. Plaintiff was employed at STARBUCKS as a Manager. Plaintiff is informed and
15 believes and thereon alleges that at all times material hereto STARBUCKS has been authorized
16 to do business and has been doing business in the State of California.

17 6. Plaintiff is informed and believes and thereon alleges that Defendant Ashley
18 Allen (“Ashley”) is an individual, who at all times relevant herein, was a resident of Los
19 Angeles County. Ashley works at STARBUCKS as a District Manager. and was Plaintiff’s
20 former supervisor.

21 7. Plaintiff is informed and believes and thereon alleges, that at all times relevant
22 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or
23 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
24 herein alleged, were acting within the course and scope of such agency or employment, and
25 with the approval and ratification of each of the other Defendants.

26 8. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
27 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
28 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names

1 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
2 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
3 individual person who owned, controlled, or managed the business for which Plaintiff worked
4 and/or who directly or indirectly exercised operational control over the working conditions of
5 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
6 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
7 included decision-making responsibility for, and establishment of, disability discrimination
8 practices and policies and wage and hour violations, for Defendants which have damaged
9 Plaintiff. Therefore, Does 1 through 100, in addition to the remaining Defendants, are
10 “employers” as a matter of law and are liable on the causes of action alleged herein pursuant to
11 the Lab. Code’s wage and hour laws and regulations, and FEHA as alleged herein.

12 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
13 through 100 are, and at all times relevant hereto were, persons, corporations or other business
14 entities organized and existing under and by virtue of the laws of the State of California, and
15 are/were qualified to transact and conduct business in the State of California, and did transact
16 and conduct business in the State of California, and are thus subject to the jurisdiction of the
17 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
18 employ persons, conduct business and engage in disability discrimination and wage and hour
19 violations in the County of Los Angeles.

20 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
21 fictitiously named Defendants aided and assisted the named Defendants in committing the
22 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
23 Defendant.

24 **III. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 **Employment Information**

26 11. Plaintiff was an employee of STARBUCKS since in or about December 2023.
27 Plaintiff was a Manager. He ensured that customers were attended to, made drinks, worked the
28 register and cleaned.

1 12. Throughout his employment with STARBUCKS, Plaintiff worked 5 days per
2 week, 8 or more hours per day. Plaintiff earned \$38.95 per hour.

3 13. The employment by Defendant STARBUCKS of Plaintiff is governed by
4 Industrial Welfare Commission Wage Order No. 5, which covers those persons employed in
5 the public housekeeping industry.

6 **Disability Discrimination, Harassment and Wrongful Termination**

7 14. Plaintiff was denied a work environment free of disability discrimination,
8 harassment and was targeted for wrongful termination on or about November 12, 2024.

9 15. On or about June 28, 2024, Plaintiff suffered an injury while on the job. Plaintiff
10 was reprimanding an employee who was not doing their job correctly, and sending the
11 employee an email regarding that. At that time, Plaintiff collapsed to the ground. Plaintiff
12 injured his shoulder, back, neck and head. As such, this condition, singularly and in the
13 aggregate, constitutes a physical disability, as that term is defined in *Government Code* §
14 12926(l)(1)(A), (B).

15 16. Plaintiff was unconscious and was taken to the hospital via ambulance.

16 17. Due to the nature of the injury, Plaintiff obtained a workers' compensation
17 attorney. Plaintiff was placed on medical leave by his physician until a series of diagnostic
18 tests could be performed.

19 18. Plaintiff was not able to complete the diagnostic tests since he started to visit the
20 workers compensation physicians instead.

21 19. Plaintiff was told by STARBUCKS to complete the process with Sedgwick, but
22 Sedgwick never accepted the fact that Plaintiff suffered a workplace injury. As a result,
23 Plaintiff's medical leave was not approved.

24 20. Plaintiff obtained some warning letters stating that Sedgwick declined his
25 medical leave because the injury was not work-related.

26 21. On or about November 12, 2024, Plaintiff was terminated by STARBUCKS.

27 22. Prior to his termination, STARBUCKS completed an audit and terminated
28 Plaintiff on the pretextual reason of his unapproved absences.

23. Plaintiff was always in communication with Ashley, but she told Plaintiff to speak with Sedgwick. Ashley failed to provide any assistance to Plaintiff.

24. STARBUCKS's wrongful termination of Plaintiff was wrongfully motivated by discrimination against him due to his disability.

25. At all times material hereto, Defendants STARBUCKS regularly employed five or more persons and therefore are employers, as that term is defined in *Government Code* § 12926(d).

26. On December 23, 2024, Plaintiff filed an administrative complaint with the Department of Fair Employment and Housing ("DFEH") alleging discrimination and harassment by STARBUCKS and Ashley. On December 23, 2024, the DFEH issued to Plaintiff a Right to Sue Notice as to STARBUCKS and Ashley.

Wage and Hour Violations

27. STARBUCKS failed to pay Plaintiff overtime.

28. STARBUCKS failed to pay Plaintiff minimum wages.

29. STARBUCKS failed to provide Plaintiff with compliant meal breaks.

30. STARBUCKS failed to provide Plaintiff with uninterrupted rest breaks.

31. STARBUCKS routinely failed to provide Plaintiff with itemized wage statements that properly and accurately itemized the number of hours he worked at the effective regular rates of pay.

32. STARBUCKS failed to pay Plaintiff all wages due on termination.

33. Plaintiff was not reimbursed his necessary business expenses.

34. Plaintiff was not provided his personnel records.

35. Pursuant to the California Labor Code, Plaintiff intends to file a notice with Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to amend this Complaint once he completes and complies with the provisions under the law.

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1 **FIRST CAUSE OF ACTION**

2 **(Discrimination Based on Physical Disability in Violation of Government Code**
3 **§§12940(a) - By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)**

4 36. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 37. Under the California Fair Employment and Housing Act ("FEHA"),
7 Government Code § 12940(a), an employer cannot discriminate against an employee, because
8 of a physical disability.

9 38. Throughout Plaintiff's employment at STARBUCKS, he was subjected to
10 physical disability discrimination by STARBUCKS's employee, Ashley.

11 39. STARBUCKS's wrongful discharge of Plaintiff was motivated in substantial
12 part by Plaintiff's physical disability because, among other things, Plaintiff informed them of
13 his need for medical leave.

14 40. All of the conduct by STARBUCKS was done with the full knowledge and
15 ratification of the management employees of STARBUCKS, and was consistent with the
16 recognized policies and procedures of STARBUCKS, which tolerated and encouraged such
17 discriminatory physical disability conduct.

18 41. STARBUCKS was aware of the discriminatory conduct and did not take
19 effective, good faith action to investigate, remedy, prevent, or stop the physical disability
20 discrimination.

21 42. At all times herein mentioned, STARBUCKS was legally required to refrain
22 from discriminating against and harassing any employee on the basis of physical disability,
23 among other things. Within the time provided by law, Plaintiff filed a complaint with the
24 California Department of Fair Employment and Housing, in full compliance with these
25 sections, and he received a right to sue letter.

26 43. By wrongfully discharging Plaintiff because of his physical disability,
27 STARBUCKS violated *Government Code* § 12940(a).
28

44. As a direct and proximate result of STARBUCKS's conduct, individually and collectively, Plaintiff has suffered and continues to suffer substantial losses in income, earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and will continue to lose employment benefits, in an amount within the jurisdiction of this Court, according to proof.

45. As a direct and proximate result of STARBUCKS's actions, Plaintiff has suffered severe and serious injury to his person, all to his damage in the amount of at least \$1,000,000, according to proof.

46. All actions of STARBUCKS was known, ratified and approved by the officers or managing agents of STARBUCKS. Therefore, Plaintiff is entitled to punitive or exemplary damages against STARBUCKS in an amount to be determined at the time of trial.

47. STARBUCKS's conduct in discriminating against Plaintiff because of his physical disability subjected him to cruel and unjust hardship in conscious disregard of his rights, as it was anticipated by STARBUCKS, that Plaintiff would be unable to find comparable employment in the foreseeable future. Plaintiff is informed and believes, and thereon alleges, that his wrongful termination by STARBUCKS, was done with the intent to cause him injury. As a consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof.

48. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

SECOND CAUSE OF ACTION

(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)

49. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

50. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 et seq. During

1 his employment, Defendant STARBUCKS violated FEHA, California Government Code
2 §12940 (j), by discriminating against Plaintiff due to his physical disability.

3 51. STARBUCKS's harassment was hostile, abusive, continuous and pervasive to
4 create a hostile work environment for the Plaintiff.

5 52. STARBUCKS's harassment was unwelcome, humiliating, offensive and
6 adversely affected the terms of Plaintiff's employment.

7 53. Plaintiff was subjectively offended by STARBUCKS's conduct and any
8 reasonable person in Plaintiff's position would perceive STARBUCKS's conduct as being
9 offensive, hostile and abusive.

10 54. As a direct result of STARBUCKS's failure to take all reasonable steps
11 necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and
12 suffering, extreme and severe mental anguish and emotional distress, loss of earnings and
13 earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an
14 amount subject to proof at trial.

15 55. STARBUCKS did the things hereinabove alleged, intentionally, oppressively,
16 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
17 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
18 community.

19 56. All actions of STARBUCKS were known, ratified and approved by the officers
20 or managing agents of STARBUCKS. Therefore, Plaintiff is entitled to punitive or exemplary
21 damages against STARBUCKS in an amount to be determined at the time of trial.

22 57. Pursuant to California Government Code §12965(b), Plaintiff requests an award
23 of attorneys' fees in this action.

24
25 **THIRD CAUSE OF ACTION**

26 **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**
27 **Defendant STARBUCKS and Does 1 through 100)**
28

1 58. Plaintiff realleges and incorporates by reference all of the allegations set forth
2 above in the Complaint.

3 59. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),
4 which provides that it is unlawful to retaliate against a person "because the person has opposed
5 any practices forbidden under [Government Code sections 12900 through 12966] or because
6 the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

7 60. STARBUCKS's adverse actions taken against Plaintiff as set forth herein
8 occurred in retaliation for Plaintiff's disability and for requesting medical leave, as hereinabove
9 alleged. Such actions are and were unlawful, discriminatory and retaliatory in violation of Cal.
10 Gov. Code §12940 et seq., and Cal. Lab. Code §1102.5, and resulted in damages and injury to
11 Plaintiff, as alleged herein, including but not limited to lost wages and benefits.

12 61. As a result of his physical disability, Plaintiff was denied the right to work in an
13 environment free of discrimination and harassment and was wrongfully terminated by
14 STARBUCKS.

15 62. STARBUCKS's retaliatory conduct toward Plaintiff caused him emotional
16 injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem.
17 STARBUCKS's retaliatory conduct was a substantial factor and the proximate cause of
18 Plaintiff's damages.

19 63. Plaintiff's physical disability was the reason STARBUCKS retaliated against
20 him.

21 64. Plaintiff has suffered monetary damages, lost wages and privileges of
22 employment illegally caused by STARBUCKS's discriminatory conduct in an amount subject
23 to proof at trial.

24 65. STARBUCKS's conduct was the proximate cause of the Plaintiff's damages.

25 66. STARBUCKS did the things hereinabove alleged, intentionally, oppressively,
26 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
27
28

1 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
2 community.

3 67. All actions of STARBUCKS were known, ratified and approved by the officers
4 or managing agents of STARBUCKS. Therefore, Plaintiff is entitled to punitive or exemplary
5 damages against the STARBUCKS in an amount to be determined at the time of trial.

6 68. Pursuant to California Government Code §12965(b), Plaintiff requests an award
7 of attorneys' fees in this action.

8 **FOURTH CAUSE OF ACTION**

9 **(Failure to Prevent Discrimination from Occurring in Violation of Government Code** 10 **§12940(k) - By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)**

11 69. Plaintiff realleges and incorporates by reference all of the allegations set forth
12 above in the Complaint.

13 70. STARBUCKS knew or reasonably should have known of John's propensities
14 for engaging in unlawful, discriminatory and harassing conduct in the workplace, that Ashley
15 and other employees should not have been employed by STARBUCKS and STARBUCKS
16 should have restrained Ashley from engaging in unlawful, discriminatory and harassing
17 conduct towards Plaintiff based on his disability, and STARBUCKS should have provided
18 training and instruction to Ashley on the laws pertaining to discrimination and harassment.
19 STARBUCKS failed to take all reasonable steps necessary to prevent the discrimination and
20 harassment from occurring.

21 71. Plaintiff is informed and believes and thereupon alleges that STARBUCKS
22 failed to provide adequate training to their supervisors, managers and employees.

23 72. STARBUCKS's conduct in subjecting Plaintiff to discriminatory conduct due to
24 Plaintiff's physical disability constituted breach of their duty under FEHA, including the duty to
25 take immediate and appropriate corrective action and to take all reasonable steps to prevent
26 discrimination and retaliation from occurring pursuant to California Government Code Section
27 12940(k).
28

1 73. STARBUCKS failed to take measures to prevent discrimination and retaliation.

2 74. As a direct result of STARBUCKS's failure to take all reasonable steps
3 necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and
4 suffering, extreme and severe mental anguish and emotional distress, loss of earnings and
5 earning capacity. Plaintiff is hereby entitled to general and compensatory damages in an
6 amount subject to proof at trial.

7 75. STARBUCKS did the things hereinabove alleged, intentionally, oppressively,
8 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
9 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
10 community.

11 76. All actions of STARBUCKS were known, ratified and approved by the officers
12 or managing agents of STARBUCKS. Therefore, Plaintiff is entitled to punitive or exemplary
13 damages against STARBUCKS in an amount to be determined at the time of trial.

14 77. Pursuant to California Government Code §12965(b), Plaintiff requests an award
15 of attorneys' fees in this action.

16
17 **FIFTH CAUSE OF ACTION**

18 **(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff**
19 **against all Defendants and Does 1 through 100)**

20 78. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 79. Beginning in or about June 2024, Plaintiff was harassed by the actions, conduct
23 and comments of STARBUCKS's employee, Ashley, which actions, conduct and comments
24 combined to create and allow a pattern of discriminatory treatment towards him due to his
25 disability. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et
26 seq.

27 80. Defendants failed to approve Plaintiff's request for medical leave and
28 wrongfully terminated him due to his physical disability.

1 81. Defendants negligently and in bad faith failed to properly investigate Plaintiff's
2 claims of harassment and take appropriate remedial action.

3 82. Defendants, and each of them, engaged in retaliatory actions against Plaintiff
4 due to his disability. Because of his disability as aforesaid, Plaintiff was subjected to unfair
5 and hostile treatment by Defendants and each of them.

6 83. At all times herein mentioned, Defendants, and each of them were legally
7 required to refrain from discriminating against and harassing any employee on the basis of
8 physical disability, among other things. Within the time provided by law, Plaintiff filed a
9 complaint with the DFEH, in full compliance with these sections, and received a right to sue
10 letter.

11 84. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged
12 in this Complaint. As a direct and proximate result of the conduct of Defendants, and each of
13 them, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental
14 and physical pain and anguish, all to his damage in an amount subject to proof at trial.

15 85. Defendants did the things hereinabove alleged, intentionally, oppressively, and
16 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted
17 in Plaintiff's inability to continue to work in his position was against public policy, were
18 obnoxious, despicable, and ought not to be suffered by any member of the community.

19 86. All actions of Defendants, and each of them, were known, ratified and approved
20 by the officers or managing agents of Defendant STARBUCKS, and each of them. Therefore,
21 Plaintiff is entitled to punitive or exemplary damages against the Defendants, and each of
22 them, in an amount to be determined at the time of trial.

23 87. Pursuant to California Government Code §12965(b), Plaintiff requests an award
24 of attorneys' fees in this action.

25
26 **SIXTH CAUSE OF ACTION**

27 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code**
28 **§§12940 (m) – By Plaintiff Against Defendant STARBUCKS Does 1 through 100)**

1 88. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 89. As alleged herein, in or about June 2024, Plaintiff requested that STARBUCKS,
4 make a reasonable accommodation for his physical disability so that he would be able to
5 continue working. STARBUCKS refused said accommodation and refused to discuss any other
6 potential reasonable accommodation it might afford to Plaintiff.

7 90. By refusing to afford Plaintiff a reasonable accommodation, STARBUCKS
8 violated Government Code § 12940(m).

9 91. As a direct and proximate result of STARBUCKS's conduct, individually and
10 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
11 earnings, and benefits and has been damaged in his capacity to earn his salary, and has lost and
12 will continue to lose employment benefits in an amount according to proof.

13 92. As a direct and proximate result of STARBUCKS's actions, Plaintiff has
14 suffered severe and serious injury to his person, all to his damage in the amount of at least
15 \$1,000,000, according to proof.

16 93. STARBUCKS did the things hereinabove alleged, intentionally, oppressively,
17 and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
18 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
19 community.

20 94. All actions of STARBUCKS were known, ratified and approved by the officers
21 or managing agents of STARBUCKS's. Therefore, Plaintiff is entitled to punitive or exemplary
22 damages against STARBUCKS in an amount to be determined at the time of trial.

23 95. Pursuant to California Government Code §12965(b), Plaintiff requests an award
24 of attorneys' fees in this action.

25 **SEVENTH CAUSE OF ACTION**

26 **(Failure to Engage in a Good Faith Interactive Process in Violation of *Government Code***
27 **§12940(n)– By Plaintiff Against Defendant STARBUCKS Does 1 through 100)**

1 96. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 97. At all times hereto, FEHA, including in particular Government Code §12940(n),
4 was in full force and effect and was binding on STARBUCKS. This subsection imposes a duty
5 on STARBUCKS to engage in a timely, good faith, interactive process with the employee to
6 determine reasonable accommodation, if any, in response to a request for a reasonable
7 accommodation by an employee with a known physical disability or known medical condition.

8 98. At all relevant times, Plaintiff was a member of a protected class within the
9 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
10 suffered, of which STARBUCKS had both actual and constructive notice.

11 99. Plaintiff reported his disability to STARBUCKS, triggering STARBUCKS's
12 obligation to engage in a good faith interactive process with Plaintiff, but at all times herein,
13 STARBUCKS failed and refused to do so.

14 100. STARBUCKS breached their statutory duty under FEHA to engage in a timely
15 good faith interactive process to determine a reasonable accommodation for Plaintiff's physical
16 disability. Plaintiff further alleges: (1) that STARBUCKS was the Plaintiff's employer; (2) that
17 Plaintiff was an employee of STARBUCKS; (3) that Plaintiff sustained injuries that required
18 reasonable accommodation and which injuries were known to STARBUCKS; (4) that Plaintiff
19 requested that STARBUCKS make reasonable accommodation for his injuries and/or physical
20 condition so that he would be able to perform the essential functions of his job requirements;
21 (5) that Plaintiff was willing to participate in the interactive process to determine whether
22 reasonable accommodation could be made so that he would be able to perform the essential job
23 requirements; (6) that STARBUCKS failed to participate in a timely good faith interactive
24 process with Plaintiff to determine whether reasonable accommodation could be made; (7) that
25 Plaintiff was harmed financially; and (8) that STARBUCKS's failure to engage in a good faith
26 interactive process was a substantial factor in causing Plaintiff's damage and harm. Instead of
27 engaging in a good faith interactive process, STARBUCKS ignored Plaintiff's requests and
28 wrongfully constructively terminated him instead on or about November 12, 2024.

101. The above acts of STARBUCKS constitute violations of FEHA, and were a proximate cause in Plaintiff's damages as stated below.

102. STARBUCKS did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

103. All actions of STARBUCKS were known, ratified and approved by the officers or managing agents of STARBUCKS. Therefore, Plaintiff is entitled to punitive or exemplary damages against STARBUCKS in an amount to be determined at the time of trial.

104. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 *et seq.*– By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)

105. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

106. Plaintiff alleges that significant policies exist in the State of California that prohibit discrimination, retaliation, wrongfully terminating an employee for requesting accommodation, complaining about discrimination based on disability and being disabled and protesting against unlawful employment practices. Among others, the right to be free from discrimination and retaliation are codified in the California and United States Constitutions and the provisions of Government Code §§12900 *et seq.*

107. These policies are set forth in various laws including but not limited to Government Code §§12940 (a), Cal. Const. Art. 1, §8 (employment discrimination).

108. STARBUCKS wrongfully terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against employment discrimination based on physical disability.

109. STARBUCKS, acting through its employees and supervisors, intentionally created and knowingly permitted the discrimination based on physical disability and discrimination.

110. STARBUCKS's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount within the jurisdiction of this Court, according to proof.

111. As a further proximate result of the unlawful acts of STARBUCKS as alleged above, Plaintiff has been harmed in that he has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing his job. As a result of such actions and consequent harm, Plaintiff has suffered such damages of at least \$1,000,000, according to proof.

112. The above acts of STARBUCKS constituted a wrongful termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

113. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, requesting accommodation, complaining about discrimination and having a physical disability were factors in STARBUCKS's conduct as alleged hereinabove.

114. As a result of STARBUCKS's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

115. Pursuant to California Government Code §12965(b), Plaintiff requests an award of attorneys' fees in this action.

NINTH CAUSE OF ACTION

(Failure to Pay Overtime Wages Due in violation of Labor Code §§510, 1194, 1198 and Wage Order No. 5 By Plaintiff Against Defendant STARBUCKS and Does 1-100)

116. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

117. During Plaintiff's entire employment with Defendant STARBUCKS, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was

1 required to compensate Plaintiff with premium pay for all overtime work performed, for hours
2 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first
3 eight (8) hours on the seventh (7th) consecutive day of any work week.

4 118. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
5 who had not been paid overtime compensation could recover the unpaid balance of the full
6 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
7 fees and costs of suit.

8 119. California Labor Code section 1198 provides,

9 The maximum hours of work and the standard conditions of labor fixed by the
10 commission shall be the maximum hours of work and the standard conditions
11 of labor for employees. The employment of any employee for longer hours than
12 those fixed by the order or under conditions of labor prohibited by the order is
13 unlawful.

14 120. Pursuant to IWC Wage Order No. 5-2001, § 3, "Employment beyond eight (8)
15 hours in any workday is permissible provided the employee is compensated for such overtime
16 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
17 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
18 workday..."

19 121. California Labor Code section 558 provides in pertinent part:

20 (a) Any employer or other person acting on behalf of an employer who
21 violates, or causes to be violated, a section of this chapter or any
22 provision regulating hours and days of work in any order of the
23 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

24 (1) For any initial violation, fifty dollars (\$50) for each underpaid
25 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

26 (2) For each subsequent violation, one hundred dollars (\$100) for each
27 underpaid employee for each pay period for which the employee was
28 underpaid in addition to an amount sufficient to recover underpaid
wages.

1 (3) Wages recovered pursuant to this section shall be paid to the affected
2 employee...

3 (c) The civil penalties provided for in this section are in addition to any
4 other civil or criminal penalty provided by law.

5 122. Plaintiff worked 8 or more hours per day, 5 days per week. Throughout
6 Plaintiff's employment, Defendant STARBUCKS failed and refused to properly pay overtime
7 time compensation to Plaintiff as required by law. Defendant expected Plaintiff to engage in off
8 the clock work every day. Plaintiff was required to arrive early prior to the start of his shift to
9 make sure everything was in order. Plaintiff did not clock in for his shift until later. Plaintiff
10 was not paid for his off the clock work.

11 123. This practice resulted in Defendant STARBUCKS's failure to pay Plaintiff
12 overtime that he had earned.

13 124. Plaintiff worked approximately 5 hours per week of overtime. Plaintiff was not
14 paid overtime that was due to him.

15 125. The foregoing overtime compensation is owed and unpaid. As a direct and
16 proximate result of STARBUCKS' failure and refusal to pay overtime time, Plaintiff suffered
17 damages in the amount of at least \$149,568.00, according to proof at trial.

18 126. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages
19 against employers and those individuals acting in their behalf. Plaintiff requests that this Court
20 assess said penalty against STARBUCKS in an amount to be proven at trial.

21 127. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
22 counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover his attorneys'
23 fees, costs and interest.

24 **TENTH CAUSE OF ACTION**

25 **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**
26 **119, IWC Wage Order No. 5 – By Plaintiff Against Defendant STARBUCKS and Does 1**
27 **through 100)**

28 128. Plaintiff realleges and incorporates by reference all of the allegations set forth in
this Complaint.

1 129. *Labor Code* § 1197 states the California requirement that employees must be
2 paid at least the minimum wage fixed by the Commission, and any payment of less than the
3 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
4 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
5 the full amount of this minimum wage.” IWC Wage Order 5-2001 also obligates employers to
6 pay each employee minimum wages for all hours worked. These minimum wage standards
7 apply to each hour employees worked for which they were not paid. Therefore, an employer’s
8 failure to pay for any particular hour of time worked by an employee is unlawful, even if
9 averaging an employee’s total pay over all hours worked, paid or not, results in an average
10 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
11 (2005).

12 130. Here, Plaintiff was not paid minimum wages that were due to him due to
13 STARBUCKS’s failure to afford proper meal/rest breaks.

14 131. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
15 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
16 wage, including interest thereon, reasonable attorneys’ fees, and costs of suit.

17 132. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
18 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
19 *Code* § 1194. Where an employee, such as Plaintiff is not paid for all hours worked under
20 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
21 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
22 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
23 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
24 minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
25 (N.D. Cal. 2016).

26 133. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
27 of compensation due and owing to him as a direct result of Defendant STARBUCKS’s
28

1 unlawful acts and Labor Code violations in the amount of at least \$149,568, to be shown
2 according to proof at trial.

3 134. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
4 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
5 Court assess said penalty against Defendant STARBUCKS in an amount to be proven at trial.

6 135. Therefore, pursuant to Labor Code §§ 200, 203, 218.5, 226, 558, 1194 and
7 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages
8 STARBUCKS owes him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in
9 the amount of \$149,568.00.

10 136. Under *Labor Code* § 1194.2, Plaintiff is entitled to recover as liquidated
11 damages, amounts equal to the wages unlawfully unpaid and interest thereon.

12 **ELEVENTH CAUSE OF ACTION**

13 **(Compensation for Required Rest Periods Not Provided - Cal. Lab. Code § 226.7 – By** 14 **Plaintiff Against Defendant STARBUCKS and Does 1 through 100)**

15 137. Plaintiff realleges and incorporates by reference all of the allegations set forth in
16 this Complaint.

17 138. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall
18 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
19 per four hours of work, or major fraction thereof.

20 139. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer
21 fails to provide an employee with rest periods in accordance with those provisions, the
22 employer shall pay the employee one hour of pay at the employee's regular rate of
23 compensation for each workday that the rest periods were not so provided.

24 140. STARBUCKS has intentionally and improperly denied uninterrupted rest
25 periods to Plaintiff in violation of Labor Code § 226.7 and the IWC Wage Order No. 5.

26 141. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

27 142. At all times relevant hereto, STARBUCKS failed to provide rest periods as
28 required by Labor Code § 226.7 and IWC Wage Order No. 5.

143. By virtue of STARBUCKS's unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in the amount of \$149,568.00.

144. Defendant STARBUCKS further violated IWC Wage Order No. 5, and Cal. Lab. Code §226.7 by failing to pay Plaintiff one hour of pay at his regular rate of pay for each rest period not provided, and thus Plaintiff is owed compensation in an amount according to proof. This amount remains owed and unpaid.

TWELFTH CAUSE OF ACTION

**(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code §§ 226.7, 512 –
By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)**

145. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

146. California Labor Code § 226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

147. California Labor Code § 1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

148. IWC Wage Order No. 5 provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

149. IWC Wage Order No. 5 further provides, in relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

1 150. Section 512(a) of the California Labor Code provides, in relevant part, that:
2 An employer may not employ an employee for a work period of more than five
3 hours per day without providing the employee with a meal period of not less
4 than 30-minutes, except that if the total work period per day of the employee is
5 no more than six hours, the meal period may be waived by mutual consent of
6 both the employer and employee. An employer may not employ an employee for
7 a work period of more than 10 hours per day without providing the employee
8 with a second meal period of not less than 30-minutes, except that if the total
9 hours worked is no more than 12 hours, the second meal period may be waived
10 by mutual consent of the employer and the employee only if the first meal
11 period was not waived.

12 151. The Labor Code and Wage Order provisions cited above require California
13 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
14 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
15 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
16 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
17 the fifth hour of their shifts.

18 152. STARBUCKS violated Labor Code § 512 and IWC Wage Order No. 5 by
19 failing to provide Plaintiff uninterrupted meal breaks. Further, at times Plaintiff was restricted
20 from leaving his work area during his meal breaks. At times Plaintiff clocked out for his meal
21 breaks, but would have to continue working and not take a meal break.

22 153. STARBUCKS further violated IWC Wage Order No. 5 and Labor Code § 226.7
23 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate of pay
24 for each work day that the meal period was not provided, in the amount of \$149,568.00. This
25 amount remains owed and unpaid.

26 154. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
27 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
28 § 226.7(b).

1 155. As a direct and proximate result of STARBUCKS's unlawful conduct as
2 alleged herein, Plaintiff has sustained economic damages, including but not limited to unpaid
3 wages and lost interest, in an amount to be established at trial, and is entitled to recover
4 economic and statutory damages, attorneys' fees and penalties and other appropriate relief due
5 to STARBUCKS's violations of the California Labor Code and IWC Wage Order No. 5.

6 **THIRTEENTH CAUSE OF ACTION**

7 **(For Violation of Cal. Lab. Code §226 – By Plaintiff Against Defendant STARBUCKS**
8 **and Does 1 through 100)**

9 156. Plaintiff realleges and incorporates by reference all of the allegations set forth in
10 this Complaint.

11 157. At all times relevant herein, Defendant STARBUCKS issued payroll statements
12 to Plaintiff which violated Cal. Lab. Code §226(a), in that Defendant STARBUCKS failed to
13 properly and accurately itemize the number of hours he worked at the effective regular rates of
14 pay.

15 158. Defendant STARBUCKS knowingly and intentionally failed to comply with
16 Cal. Lab. Code §226(a), causing damage to Plaintiff. These damages, including but not limited
17 to costs expended calculating his true hours worked, and the amount of employment taxes
18 which were not properly paid to state and federal tax authorities, are difficult to estimate.
19 Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in
20 which the violation occurred, and \$100.00 for each violation in subsequent pay periods
21 pursuant to Cal. Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable
22 attorneys' fees and costs.

23 159. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
24 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

25 **FOURTEENTH CAUSE OF ACTION**

26 **(Failure to Pay All Wages Due on Termination - Cal. Lab. Code §203 - By Plaintiff**
27 **Against Defendant STARBUCKS and Does 1 through 100)**

169. As a result of STARBUCKS's conduct, Plaintiff suffered damages in an amount, subject to proof, to the extent he was not reimbursed for all of his business-related expenses incurred in the discharge of his duties.

170. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of her unreimbursed business expenses, reasonable attorneys' fees and costs of suit, in an amount according to proof at trial.

SIXTEENTH CAUSE OF ACTION

(Failure to Allow Inspection of Employment Records in violation of Cal. Lab. Code §1198.5 - By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)

171. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

172. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records ... later than 30 calendar days from the date the employer receives the request...

1 (k) If an employer fails to permit a current or former employee, or his or her
2 representative, to inspect or copy personnel records within the times specified I
3 this section... the current or former employee may recover a penalty of seven
4 hundred fifty dollars (\$750) from the employer.

5 (1) A current or former employee may also bring an action for injunctive relief
6 to obtain compliance with this section, and may recover costs and reasonable
7 attorney's fees in such an action.

8 173. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
9 employers are required to keep accurate payroll records on each employee, and such records
10 must be made readily available for inspection by the employee upon reasonable request. The
11 employer must also maintain accurate production records.

12 174. On or about December 3, 2024, Plaintiff's counsel issued a written request to
13 STARBUCKS for copies of his personnel records.

14 175. Under California Labor Code Sections 226, 432 and 1198.5, such records were
15 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
16 Plaintiff's counsel and STARBUCKS did not enter into an agreement to enlarge the time for
17 STARBUCKS's compliance, and STARBUCKS has failed and refused to permit Plaintiff
18 copies of his records.

19 176. As a direct result and consequence of STARBUCKS's failure and refusal to
20 permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order
21 or decree mandating STARBUCKS's compliance. Plaintiff has suffered and will suffer harm as
22 a result of STARBUCKS's ongoing refusal to comply. Plaintiff also seeks recovery of the
23 statutory penalty of \$750 based upon STARBUCKS's violation of §1198.5.

24 **SEVENTEENTH CAUSE OF ACTION**

25 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
26 **§17200 et. seq. – By Plaintiff Against Defendant STARBUCKS and Does 1 through 100)**

27 177. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

1 178. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
2 competition, which shall mean and include any "unlawful and unfair business practices."

3 179. Defendant STARBUCKS's conduct as alleged herein has been and continues to
4 be unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important
5 rights affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
6 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
7 therefore has standing to bring this suit for restitution.

8 180. Paying overtime, minimum wages, affording employees rest/meal breaks,
9 reimbursement of business expenses are fundamental public policies of the State of California.
10 It is also the public policy of this State to enforce minimum labor standards, to ensure that
11 employees are not required or permitted to work under substandard and unlawful conditions,
12 and to protect those employers who comply with the law from losing competitive advantage to
13 other employers who fail to comply with labor standards and requirements.

14 181. Defendant STARBUCKS failed to pay overtime, minimum wages, allow
15 Plaintiff to take compliant meal and rest breaks, to issue accurate wage statements, pay all
16 wages on termination and reimburse business expenses.

17 182. Through the conduct alleged herein, Defendant STARBUCKS acted contrary to
18 these public policies and have thus engaged in unlawful and/or unfair business practices in
19 violation of Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights,
20 benefits, and privileges guaranteed to employees under California law.

21 183. Defendant STARBUCKS regularly and routinely violated the following statutes
22 and regulations with respect to Plaintiff:

23 Cal. *Labor Code* §§ 510, 1194 and 1198 and IWC Wage Order No. 5 as
24 amended (failure to pay overtime);

25 Cal. *Labor Code* § 1197 and IWC Wage Order No. 5 (failure to pay minimum
26 wages);
27
28

1 Cal. Lab. Code § 226 (failure to provide accurate wage statements to employees
2 at the time of payment);

3 Cal. Lab. Code §§ 201, 202 and 203 (failure to pay wages due on termination);

4 Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 5 (failure to
5 provide meal and rest periods);

6 Cal. Lab. Code § 2802 (failure to reimburse business expenses); and

7 Cal. Lab. Code § 1198.5 (failure to allow inspection of personnel records).

8
9 184. By engaging in these business practices, which are unfair business practices
10 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant STARBUCKS harmed
11 Plaintiff and gained an unfair competitive edge. Under the Business & Professions Code §
12 17203, Plaintiff is entitled to obtain restitution of these funds.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
15 and against Defendants, and each of them, as follows:

16 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff, in
17 the amount of \$149,568.00;

18 2. For compensatory damages in the amount of unpaid minimum wages due to
19 Plaintiff, in the amount of \$149,568.00;

20 3. For compensatory damages for lost wages and employment benefits, in the
21 amount of \$149,568.00, according to proof;

22 4. For compensatory damages for physical injury and emotional distress, in an
23 amount according to proof;

24 5. For an award of consequential damages, in an amount to be proven at trial;

25 6. For general damages in Plaintiff's favor and against Defendants, according to
26 proof;

27 7. For compensation of one hour at the regular rate of pay for each rest period
28 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 5, according to proof;

1 8. For compensation of one hour at the regular rate of pay for each meal period
2 denied in violation of *Cal. Lab. Code* §§ 226.7, 512 and IWC Wage Order No. 5, according to
3 proof;

4 9. For compensatory damages in the amount of Plaintiff's out of pocket cell phone
5 expenses and/or reimbursement of monies incurred while performing Defendant
6 STARBUCKS's business-related duties plus interests, costs and attorneys' fees pursuant to
7 *Cal. Code Civ. Proc.* §2802(c), in an amount according to proof;

8 10. For payment of unpaid wages in accordance with California labor and
9 employment law, in the amount of \$149,568.00;

10 11. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

11 12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7, 226.8,
12 according to proof;

13 13. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
14 § 203, in an amount equal to his daily pay rate at the time of termination, multiplied by the total
15 amount of days elapsed between the date of involuntary termination, and/or 72 hours after
16 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

17 14. For specific relief enforcing waiting time penalties of 30 days of per diem wages
18 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

19 15. For injunctive relief requiring STARBUCKS to comply with Labor Code
20 1198.5(b)(1);

21 16. For an award of restitution of wages to Plaintiff in an amount equal to the
22 amount of wages owed and unpaid, according to proof;

23 17. For prejudgment interest accrued on all due and unpaid overtime and minimum
24 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
25 1194(a), according to proof;

26 18. For an award of liquidated damages pursuant to *Cal. Lab. Code* § 1194.2, to
27 Plaintiff in an amount equal to the wages unlawfully unpaid and interest thereon;

28 19. For punitive and exemplary damages in a sum to be determined at trial;

1 20. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to *Government Code* § 12965(b), Cal. Labor Code §§ 218.5, 1194, 2802, 1198.5
3 and/or *California Code of Civil Procedure* § 1021.5, according to proof; and

4 21. For such other and further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Rafael Arnaldo Romero hereby respectfully requests a trial by jury for all
7 claims and issues raised in his Complaint that may be entitled to a jury trial.

8
9 LIPELES LAW GROUP, APC

10 Date: December 23, 2024

11
12 By: Jasmine Badawi
13 Jasmine J. Badawi
14 Attorneys for Plaintiff
15 Rafael Arnaldo Romero
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