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ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/30/2023**  
Clerk of the Court  
BY: KALENE APOLONIO  
Deputy Clerk

**CGC-23-610084**

**SUPERIOR COURT OF CALIFORNIA**  
**SAN FRANCISCO COUNTY**

REBECCA GREELEY, MARK HERNANDEZ,  
individually and on behalf of other members of  
the general public similarly situated,

Plaintiffs,

v.

BLUE BOTTLE COFFEE, LLC and DOES 1  
through 50, inclusive,

Defendant.

Case No.

**CLASS ACTION**

**COMPLAINT FOR:**

**(1) FAILURE TO PAY OVERTIME  
WAGES (LABOR CODE §§ 200, 510,  
1194)**  
**(2) FAILURE TO PAY MINIMUM  
WAGE (LABOR CODE §§ 1182.11,  
1182.12, 1194, 1194.2, 1197)**  
**(3) MEAL PERIOD VIOLATIONS  
(LABOR CODE § 226.7, 512, IWC  
WAGE ORDER 5-2001, § 11)**  
**(4) REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, IWC WAGE  
ORDER 5-2001, § 12)**  
**(5) FAILURE TO PROVIDE  
ACCURATE, TIMELY, AND  
ITEMIZED WAGE STATEMENTS  
(LABOR CODE §§ 226, 1174, 1174.5)**

(6) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203)  
(7) UCL VIOLATIONS (BUS. & PROF.  
CODE§ 17200-04)  
(8) PENALTIES (LABOR CODE § 2699)

JURY TRIAL DEMANDED

Plaintiffs REBECCA GREELEY and MARK HERNANDEZ (“Plaintiffs”), on behalf of themselves and all others similarly situated, complain and allege as follows:

**A. INTRODUCTION**

1. This is a class and representative action, under California Code of Civil Procedure § 382 and California Labor Code § 2698, *et seq.*, against Defendant Blue Bottle Coffee, LLC (“Blue Bottle” or “Defendant”) to challenge its policies and/or practices of (1) failing to pay Plaintiffs and all employees similarly situated for overtime wages; (2) failing to pay Plaintiffs and all employees similarly situated minimum wage as required by California law; (3) failing to provide Plaintiffs and all employees similarly situated meal breaks; (4) failing to provide Plaintiffs and all employees similarly situated rest breaks; (5) failing to provide Plaintiffs and all employees similarly situated accurate, itemized wage statements; and (6) failing to timely pay Plaintiffs and all employees similarly situated wages owed upon the termination of employment.

2. Plaintiffs seek payment for unpaid wages, and interest thereon, penalties, declaratory and equitable relief, and reasonable attorneys’ fees and costs under California Labor Code §§ 200, 510, 1194; California Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197; California Labor Code §§ 226.7, 512, and IWC Wage Order 5-2001, § 11; California Labor Code § 226.7 and IWC Wage Order 5-2001, § 12; California Labor Code §§ 226, 1174, 1174.5; California Labor Code §§ 201-203; California Labor Code § 246; California Bus. & Prof. Code § 17200 *et seq.*; and California Labor Code § 2698 *et seq.* on behalf of Plaintiffs and all other individuals who are or have been employed as “Café Leaders” or the functional equivalent, however titled, by Defendant in California during the four years prior to the filing of this action (“Leaders” or “Class Members”). As more fully described herein, Plaintiffs and similarly situated Leaders employed by Defendant during the Class Period (as defined below) were not paid overtime wages because they were

1 misclassified as exempt, did not receive legally compliant meal and rest breaks, and were not paid  
2 at their regular rate for their sick time pursuant to Defendant's policies and/or practices. Plaintiffs,  
3 on behalf of themselves and other Class Members, seek damages and restitution of all unjust  
4 enrichment Defendant has enjoyed from its failure to pay for all hours worked.

5 3. The "Class Period" is designated as the period from four years prior to the filing of  
6 this action through the date the Court grants class certification. The violations of California's labor  
7 laws, as described more fully below, have been ongoing during the statutory time period covered by  
8 this action and to the present, and will continue unless and until enjoined by the Court.

9 **B. VENUE**

10 4. Venue as to Defendant is proper in this judicial district. Blue Bottle Coffee, LLC is  
11 a California corporation with its principal place of business in Glendale, California. Defendant has  
12 employed Class Members and operates retail locations throughout California, including, in San  
13 Francisco, California.

14 **C. PARTIES**

15 5. Plaintiff Rebecca Greeley worked as a Café Leader for Defendant in San Francisco  
16 from approximately April 2016 to January 2023. During this time, Plaintiff was subject to  
17 Defendant's unlawful wage payment policies and/or practices set forth herein.

18 6. Plaintiff Mark Hernandez worked as a Café Leader for Defendant in Culver City,  
19 California from approximately April 2020 to April 2022. During this time, Plaintiff was subject to  
20 Defendant's unlawful wage payment policies and/or practices set forth herein.

21 7. Defendant Blue Bottle Coffee, LLC is a California corporation with its principal place  
22 of business in Glendale, California.

23 8. The true names and capacities of persons or entities, whether individual, corporate,  
24 associate, or otherwise are currently unknown to Plaintiffs. Plaintiffs are informed and believe, and  
25 based thereon allege, that additional defendants may be legally responsible in some manner for the  
26 unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect  
27 the true names and capacities of such defendants when such identities become known.

28 9. All of Plaintiffs' claims stated herein are asserted against Defendant and any of their

owners, predecessors, successors, subsidiaries, and/or assigns.

#### **D. FACTUAL BACKGROUND**

10. Defendant operates, and at all times during the liability period, has done business in this judicial district and throughout California.

11. Since at least four years prior to the original filing of this action, Defendant has maintained wage policies and/or practices that deny lawful compensation to its Leaders. Plaintiffs and all members of the class identified herein were regularly scheduled, as a matter of uniform company policy, to work, and in fact, worked as salaried employees in excess of eight hours per workday and/or in excess of forty hours per workweek without receiving straight time or overtime compensation for such overtime hours worked in violation of California Labor Code § 1194 and California Industrial Welfare Commission Wage Order 5-2001. Defendant has failed to meet the requirements for establishing the exemption because all class members (a) regularly spent more than 50% of their time performing nonexempt work, (b) did not customarily and regularly exercise discretion and independent judgment on matters of significance, (c) did not have the authority to hire or fire or make meaningful recommendations regarding same, (d) did not customarily and regularly supervise at least two employees or the equivalent, (e) did not perform work directly related to the management policies or the general business operations of Defendant or Defendant's customers, (f) did perform nonexempt production and/or sales work a majority of their time (i.e., in excess of 50%) consistent with Defendant's realistic expectations, (g) did not customarily and regularly spend more than 50% of their time away from the Defendant's places of business selling or obtaining orders or contracts, and (h) did not earn more than 50% of their compensation in a bona fide commission plan. Thus, Plaintiffs and the class members were not exempt from the overtime requirements of California law for these reasons.

12. Because Defendant has misclassified its Leaders as exempt, Defendant has failed to provide 30-minute uninterrupted meal breaks where the employees are relieved of all duties and has failed to authorize and permit its employees to take 10-minute rest breaks.

13. When Defendant did pay meal or rest period premium wages, Class Members were

only paid at the employee's base hourly rate rather than their regular rate.

14. Defendant provided sick pay to Plaintiffs and Class Members. Sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days pursuant to Labor Code § 246(l). Defendant failed to pay Class Members their sick pay at each employee's regular rate.

15. Defendant does not provide Plaintiffs and Class Members with accurate wage statements as required by California law. Plaintiffs and Class Members receive wage statements that do not reflect all hours worked or applicable overtime, meal period, and sick pay premiums.

16. Defendant does not provide Plaintiffs and Class Members with full payment of all wages owed at the end of employment. These workers are owed wages and premium pay for all time worked, as well as sick pay and overtime. These amounts remain unpaid after voluntary and involuntary termination. As a consequence, Defendant is subject to waiting time penalties.

17. Plaintiffs are informed, believe, and thereon allege that Defendant's unlawful conduct has been widespread, repeated, and consistent as to Class Members and throughout Defendant's operations in California. Defendant knows or should know that its policies and/or practices have been unlawful and unfair.

18. Defendant's conduct was willful, carried out in bad faith, and caused significant damages to Plaintiffs and Class Members in an amount to be determined at trial.

#### **E. CLASS ACTION ALLEGATIONS**

19. Plaintiffs bring this action, on behalf of themselves and all others similarly situated, as a class action pursuant to California Code of Civil Procedure § 382. The class that Plaintiffs seek to represent is composed of and defined as follows:

All persons who are or have been employed, at any time during the prior four years from the date of filing this Complaint by Blue Bottle Coffee, LLC in California under the job title Café Leader, or the functional equivalent, however titled.

20. This action has been brought and may properly be maintained as a class action under C.C.P. § 322 because there is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiffs are proper representatives of the Classes:

1           a.       Numerosity: The potential members of the Classes as defined are numerous  
2 and therefore joinder of all the members of the Classes is impracticable. While the precise  
3 number of Class Members has not been determined at this time, Plaintiffs are informed and  
4 believe that Defendant has employed a number of Leaders that makes joinder of all members  
5 of the proposed classes not practicable.

6           b.       Commonality: There are questions of law and fact common to the Plaintiffs  
7 and the Classes that predominate over any questions affecting only individual members of  
8 the Classes. These common questions of law and fact include, without limitation:

9                   (i)       Whether Plaintiffs and Class Members were misclassified as exempt  
10 employees.

11                   (ii)       Whether Plaintiffs and Class Members are expected to regularly work  
12 hours in excess of forty per week and/or in excess of eight hours per day;

13                   (iii)       How Plaintiffs and Class Members are compensated.

14                   (iv)       Whether Defendant failed to provide Plaintiffs and Class Members  
15 meal periods in the duration, timing and manner as required.

16                   (v)       Whether Defendant authorized and permitted Plaintiffs and Class  
17 Members to take rest breaks in the duration, timing and manner as required.

18                   (vi)       Whether Defendant, in paying meal and rest premiums to Class  
19 Members, failed to pay at the employee's regular rate in violation of Labor Code §  
20 226.7.

21                   (vii)       Whether Defendant violated Bus. & Prof. Code § 17200 by failing to  
22 pay Class Members sick pay at their regular rate in violation of Labor Code § 246.

23                   (viii)       Whether Defendant violated Labor Code §§ 200, 204, 1194, and 1198;  
24 Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197; Labor Code §§ 200, 510, 1194;  
25 Labor Code 226.7, 512, and IWC Wage Order 5-2001, §§ 11 and 12; Labor Code §§  
26 226, 1174, 1174.5; Labor Code §§ 201-203; Labor Code § 246; and Bus. & Prof.  
27 Code § 17200 by failing to pay Plaintiffs and other Class Members for all their hours  
28 worked.

(ix) The proper formula(s) for calculating restitution, damages, penalties and interest owed to Plaintiffs and the Class Members.

c. Typicality: Plaintiffs' claims are typical of the claims of the Classes. Both Plaintiffs and Class Members sustained injuries and damages, and were deprived of overtime compensation as a result of Defendant misclassifying them as exempt from overtime.

d. Adequacy of Representation: Plaintiffs are members of the Classes and will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' interests do not conflict with those of Class Members. Counsel who represent the Plaintiffs are competent and experienced in litigating large wage and hour class actions, including wage payment class actions, and will devote sufficient time and resources to the case and otherwise adequately represent the Class.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Class. Each Class Member has been damaged or may be damaged in the future by reason of Defendant's unlawful policies and/or practices of not paying all wages due and owing. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because the Plaintiffs seek relief that will affect all Class Members in a common way, and will also allow for efficient and full disgorgement of the ill-gotten gains Defendant has enjoyed by maintaining their unlawful wage payment policies and practices, and will thereby effectuate California's strong public policy of protecting employees from deprivation or offsetting of compensation earned in their employment. If this action is not certified as a Class Action, it will be impossible as a practical matter for many or most Class Members to bring individual actions to recover monies unlawfully withheld from their lawful compensation due from Defendant, due to the relatively small amounts of such individual recoveries relative to the costs, burdens, and risks

of litigation.

**FIRST CAUSE OF ACTION**  
**Failure to Pay Overtime Wages**  
**(Labor Code §§ 200, 510, and 1194)**

21. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

22. Defendant does not properly compensate Plaintiffs and Class Members with appropriate overtime premiums, including time and a half premiums based on their regular rate of pay, as required by California law.

23. Labor Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

24. IWC Wage Order 5-2001(3)(A)(1) states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

1           25. Labor Code § 1194(a) provides as follows:

2           Notwithstanding any agreement to work for a lesser wage, any  
3           employee receiving less than the legal minimum wage or the legal  
4           overtime compensation applicable to the employee is entitled to  
5           recover in a civil action the unpaid balance of the full amount of this  
6           minimum wage or overtime compensation, including interest  
7           thereon, reasonable attorneys' fees, and costs of suit.

8           26. Labor Code § 200 defines wages as "all amounts of labor performed by employees of  
9           every description, whether the amount is fixed or ascertained by the standard of time, task, piece,  
10          commission basis or other method of calculation." All such wages are subject to California's  
11          overtime requirements, including those set forth above.

12          27. Class members do not meet any of the tests for exempt status under the California  
13          Wage Orders and/or the California Labor Code. As a result of this unlawful policy, Plaintiffs and  
14          Class Members have worked overtime hours for Defendant without being paid overtime premiums  
15          in violation of the Labor Code, the applicable IWC Wage Orders, and other applicable law.

16          28. Defendant has knowingly and willfully refused to perform its obligations to  
17          compensate Plaintiffs and Class Members for all premium wages for overtime work. Defendant is  
18          liable to Plaintiffs and Class Members alleged herein for the unpaid overtime and civil penalties,  
19          with interest thereon. Furthermore, Plaintiffs and Class Members are entitled to an award of  
20          attorneys' fees and costs as set forth below.

21          29. As a proximate result of the aforementioned violations, Plaintiffs and the Class have  
22          been damaged in an amount according to proof at time of trial.

23                                   **SECOND CAUSE OF ACTION**  
24                                   **Failure to Pay Minimum Wage**  
25                                   **(Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, and 1197)**

26          30. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth  
27          herein.

28          31. Defendant fails to compensate Plaintiffs and Class Members with at least the  
29          minimum wage for all hours worked or spent in Defendant's control.

30          32. During the applicable statutory period, Labor Code §§ 1182.11, 1182.12, and 1197,  
31          and the Minimum Wage Order were in full force and effect and required that employees receive the

1 minimum wage for all hours worked. Certain municipalities in California also have their own  
2 minimum wage rates.

3 33. IWC Wage Order 5-2001(2)(K) define hours worked as “the time during which an  
4 employee is subject to the control of an employer, and includes all the time the employee is suffered  
5 or permitted to work, whether or not required to do so.”

6 34. Labor Code § 1194(a) provides as follows:

7 Notwithstanding any agreement to work for a lesser wage, any employee  
8 receiving less than the legal minimum wage or the legal overtime  
9 compensation applicable to the employee is entitled to recover in a civil  
10 action the unpaid balance of the full amount of this minimum wage or  
overtime compensation, including interest thereon, reasonable attorneys’  
fees, and costs of suit.

11 35. Because of Defendant’s policies and/or practices with regard to compensating  
12 Plaintiffs and Manager Class Members, Defendant has failed to pay minimum wages as required by  
13 law. Plaintiffs and Class Members frequently perform work for which they are compensated below  
14 the statutory minimum, as determined by the IWC.

15 36. Labor Code § 1194.2 provides that, in any action under § 1194 to recover wages  
16 because of the payment of a wage less than minimum wage fixed by an order of the commission, an  
17 employer shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully  
18 unpaid and interest thereon.

19 37. California law further requires that employers pay their employees for all hours  
20 worked at the statutory or agreed upon rate. No part of the rate may be used as a credit against a  
21 minimum wage obligation.

22 38. By failing to maintain adequate time records as required by Labor Code §1174(d) and  
23 IWC Wage Order 5-2001(7), Defendant has made it difficult to calculate the minimum wage  
24 compensation due to Plaintiffs and Class Members.

25 39. Plaintiffs and Class Members have been deprived of minimum wages in an amount  
26 to be proven at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus  
27 interest thereon, attorneys’ fees, and costs of suit pursuant to Labor Code §§ 1194, 1194.2, and  
28 1197.1.

**THIRD CAUSE OF ACTION**  
**Meal Period Violations**  
**(Labor Code 226.7, 512 & IWC Wage Order 5-2001 ¶ 11)**

40. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

41. Labor Code § 226.7 and 512 and IWC Wage Order 5-2001, § 11 require that employers provide non-exempt employees with a first meal period of not less than 30 minutes during which they are relieved of all duty before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours per day.

42. To comply with the Labor Code, an employer must affirmatively relieve its employee of all duty during the meal period, relinquish control over the employee's activities, and permit the employee a reasonable opportunity to take an uninterrupted 30-minute break.

43. Labor Code § 226.7(c) and IWC Wage Order 5-2001, § 11 require an employer fails to provide an employee a meal period as required to pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the required meal period is not provided.

44. As a result of being misclassified as exempt, Defendant has maintained and enforced policies and/or practices pursuant to which Plaintiffs and Class Members were required to work during meal breaks. As a result, Defendant failed to provide Plaintiffs and Class Members with the required meal periods or pay Plaintiffs and Class Members the wages due for missed meal periods.

45. Defendant is therefore is liable to Plaintiffs and Class Members for additional compensation pursuant to Labor Code § 226.7(c) and Wage Order 5-2001, § ¶ 11.

**FOURTH CAUSE OF ACTION**  
**Rest Break Violations**  
**(Labor Code 226.7 & IWC Wage Order 5-2001 ¶ 12)**

46. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

47. Labor Code § 226.7(b) prohibits an employer from requiring an employee to work during any rest break mandated by an applicable wage order. Wage Order 5-2001, § ¶ 12 requires that an employer authorize and permit all employees to take one 10-minute rest period for every 4

1 hours worked, or a portion thereof, which insofar as practicable shall be in the middle of each work  
2 period.

3 48. As a result of being misclassified as exempt, Defendant has maintained and enforced  
4 policies and/or practices pursuant to which Plaintiffs and Class Members were not authorized and  
5 permitted to take legally compliant rest breaks.

6 49. Defendant is therefore is liable to Plaintiffs and Class Members for damages pursuant  
7 to Labor Code § 226.7(c) and Wage Order 5-2001, § ¶ 12.

8 **FIFTH CAUSE OF ACTION**  
9 **Failure to Provide Accurate Itemized Wage Statements**  
10 **(Labor Code § 226, 1174, and 1174.5)**

11 50. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth  
12 herein.

13 51. Defendant does not provide Plaintiffs and Class Members with accurate itemized  
14 wage statements as required by California law.

15 52. Labor Code § 226(a) provides:

16 Every employer shall, semimonthly or at the time of each payment of  
17 wages, furnish each of his or her employees, either as a detachable part of  
18 the check, draft, or voucher paying the employee's wages, or separately  
19 when wages are paid by personal check or cash, an accurate itemized  
20 statement in writing showing (1) gross wages earned, (2) total hours worked  
21 by the employee, except for any employee whose compensation is solely  
22 based on a salary and who is exempt from payment of overtime under  
23 subdivision (a) of Section 515 or any applicable order of the Industrial  
24 Welfare Commission, (3) the number of piece-rate units earned and any  
25 applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
26 deductions, provided that all deductions made on written orders of the  
27 employee may be aggregated and shown as one item, (5) net wages earned,  
28 (6) the inclusive dates of the period for which the employee is paid, (7) the  
name of the employee and his or her social security number, (8) the name  
and address of the legal entity that is the employer, and (9) all applicable  
hourly rates in effect during the pay period and the corresponding number  
of hours worked at each hourly rate by the employee. The deductions made  
from payments of wages shall be recorded in ink or other indelible form,  
properly dated, showing the month, day, and year, and a copy of the  
statement or a record of the deductions shall be kept on file by the employer  
for at least four years at the place of employment or at a central location  
within the State of California.

53. IWC Wage Order 5-2001(7) also provides for this requirement.



1 earned and unpaid at the time of discharge are due and payable immediately.”

2 61. Labor Code § 202(a) provides:

3 If an employee not having a written contract for a definite period quits his  
4 or her employment, his or her wages shall become due and payable not later  
5 than 72 hours thereafter, unless the employee has given 72 hours previous  
6 notice of his or her intention to quit, in which case the employee is entitled  
7 to his or her wages at the time of quitting.

8 62. Labor Code § 203(a) provides:

9 If an employer willfully fails to pay, without abatement or reduction, in  
10 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an  
11 employee who is discharged or who quits, the wages of the employee shall  
12 continue as a penalty from the due date thereof at the same rate until paid  
13 or until an action therefor is commenced; but the wages shall not continue  
14 for more than 30 days.

15 63. Some of the Class Members, including Plaintiffs, left their employment with  
16 Defendant during the statutory period, at which time Defendant owed them unpaid wages. These  
17 earned, but unpaid, wages derive from time spent working for the benefit of Defendant which went  
18 unrecorded and/or uncompensated.

19 64. Defendant willfully refused and continues to refuse to pay Plaintiffs and Class  
20 Members all the wages that were due and owed to them upon the end of their employment, in the  
21 form of wages owed for uncompensated, overtime compensation, sick pay, meal and rest period  
22 premiums, as well as unpaid overtime. As a result of Defendant’s actions, Plaintiffs and Class  
23 Members have suffered and continue to suffer substantial losses, including lost earnings, and interest.

24 65. Defendant’s willful failure to pay Plaintiffs and Class Members the wages due and  
25 owing to them constitutes a violation of Labor Code §§ 201-202. As a result, Defendant is liable to  
26 Plaintiffs and Class Members for all penalties owing pursuant to Labor Code §§ 201-203.

27 66. Labor Code § 203 provides that an employee’s wages will continue as a penalty up to  
28 thirty days from the time the wages were due. Therefore, Plaintiffs and Class Members are entitled  
to such penalties pursuant to Labor Code § 203, plus interest.

67. As a proximate result of the aforementioned violations, Defendant is liable to  
Plaintiffs and Class Members alleged herein for the amounts described, with interest thereon, in an  
amount according to proof at time of trial.

**SEVENTH CAUSE OF ACTION**  
**Unfair Competition Law Violations**  
**(Bus. & Prof. Code § 17200)**

68. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

69. Business & Professions Code § 17200 (the “UCL”) prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Business & Professions Code § 17204 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the UCL.

70. During the Manager Class Period and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business & Professions Code § 17200, by failing to pay for all hours worked in violation of Labor Code §§ 200, 204, 510, 1182.11, 1182.12, 1194, 1194.2, 1197 and 1198; failing to pay Employee Class Members their regular rate when paying sick pay in violation of Labor Code § 246; failure to provide, authorize and permit meal and rest breaks, including failing to pay Class Members at their regular rate, in violation of Labor Code § 226.7, 512, and IWC Wage Order 5-2001, §§ 11 and 12; failing to provide accurate pay statements in violation of Labor Code §§ 226, 1174 and 1174.5; and failure to pay all wages due and owing at time of termination in violation of Labor Code §§ 201, 202 and 203.

71. Plaintiffs and Class Members were misclassified as exempt as opposed to non-exempt and therefore not paid overtime compensation for all hours worked in excess of 8 hours in a day or 40 hours in a week. As a consequence, Plaintiffs and Class Members were denied legally compliant meal and rest breaks. Defendant compensated Class Members for sick time but did so at the employee’s base hourly rate rather than the regular rate. Because of the Labor Code violations alleged herein, Plaintiffs’ and Class Members’ pay statements were non-compliant and they were not properly and timely paid all their wages at time of termination.

72. As a direct and proximate result of Defendant’s unlawful, unfair, and/or fraudulent acts and practices described herein, Defendant has received and continues to hold ill-gotten gains belonging to Plaintiffs and Class Members in the form of unpaid wages. As a direct and proximate result of Defendant’s unlawful business practices, Plaintiffs and Class Members have suffered

1 economic injuries including, but not limited to unpaid wages. Defendant has profited from its  
2 unlawful, unfair, and/or fraudulent acts and practices in the amount of those unpaid wages as well as  
3 interest accrued thereon.

4 73. Plaintiffs and similarly situated Class Members are entitled to restitution pursuant to  
5 Business & Professions Code §§ 17203 and 17208 for all unpaid wages as well as interest thereon  
6 accruing, from four years prior to the filing of this action to the date of such restitution, and Defendant  
7 should be required to disgorge all the profits and gains they have reaped and restore such profits and  
8 gains to Plaintiffs and Class Members, from whom they were unlawfully taken.

9 74. Plaintiffs have assumed the responsibility of enforcement of the laws and public  
10 policies specified herein by suing on behalf of themselves and other similarly situated members of  
11 the public previously and presently employed by Defendant in California. Plaintiffs' success in this  
12 action will enforce important rights affecting the public interest. Plaintiffs will incur a financial  
13 burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys'  
14 fees to Plaintiffs is appropriate pursuant to Code of Civil Procedure § 1021.5.

15 **EIGHTH CAUSE OF ACTION**  
16 **The Labor Code Private Attorneys General Act of 2004**  
**(Labor Code §§ 2699 *et seq.*)**

17 75. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth  
18 herein.

19 76. As alleged above, Defendant failed to comply with the California Labor Code. As  
20 such, Plaintiffs are "aggrieved employee(s)" as defined in Labor Code § 2699(a). Pursuant to Labor  
21 Code § 2699, the Labor Code Private Attorneys General Act of 2004, Plaintiffs bring this action on  
22 behalf of themselves and other current and former Managers against Starbucks Corporation, and seek  
23 recovery of applicable civil penalties as follows:

- 24 a. where civil penalties are specifically provided in the Labor code for each of the  
25 violations alleged herein, Plaintiffs seek recovery of such penalties;  
26 b. where civil penalties are not established in the Labor Code for each of the  
27 violations alleged herein, Plaintiffs seek recovery of the penalties established in §  
28 2699(e) of the Labor Code Private Attorneys General Act of 2004, and in accordance

1 with § 200.5 of the Labor Code.

2 77. On August 4, 2023, Plaintiff Rebecca Greeley caused to be served written notice, via  
3 certified mail, to the Labor and Workforce Development Agency and to Defendant, Blue Bottle  
4 Coffee, LLC, of Plaintiff's intent to amend the complaint to add a cause of action pursuant to Labor  
5 Code §§ 2699 *et seq.*

6 78. The Labor and Workforce Development Agency declined to issue notice of its  
7 intention to pursue civil penalties in response to either Notice. Labor Code § 2699(a)(2)(C)  
8 authorizes Plaintiff to file a claim arising under PAGA within 60 days of the specified time periods.  
9 Accordingly, Plaintiff commences this PAGA claim for civil remedies as provided for under Labor  
10 Code § 2699.

11 79. Plaintiffs, on behalf of themselves and similarly situated Leaders, requests relief as  
12 described below.

13 **JURY DEMAND**

14 Plaintiffs hereby request a trial by jury.

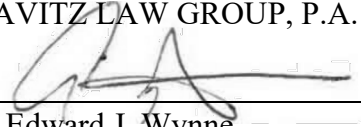
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs request the following relief:

- 17 1. That the Court determine that this action may be maintained as a class action under  
18 C.C.P. § 382;
- 19 2. For compensatory damages and interest thereon according to proof;
- 20 3. For restitution and interest thereon according to proof;
- 21 4. For civil and statutory penalties according to proof;
- 22 5. For an injunction and declaratory relief;
- 23 6. For reasonable attorneys' fees and costs according to proof;
- 24 7. For such other and further relief as this Court may deem appropriate.

25 DATED: October 30, 2023

26 WYNNE LAW FIRM  
27 SHAVITZ LAW GROUP, P.A.

28   
By: Edward J. Wynne