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ENDORSED

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David H. Yarnes, Clerk of the Superior Court
By: **R. SCHWARTZ**
Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SANTA CLARA**

13 BRITTNEY COOPER, an individual, on
behalf of herself and all persons similarly
situated,

15 Plaintiff,

16 vs.

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

19 Defendant.

CASE No. 111CV201544

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES & OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, 1194, 1197, 1197.1 & 1198; and,
3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226.

DEMAND FOR A JURY TRIAL

24 Plaintiff Brittney Cooper ("PLAINTIFF"), an individual, on behalf of herself and all
25 similarly situated current and former employees, alleges upon information and belief, except for
26 her own acts and knowledge which are based on personal knowledge, the following:
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NATURE OF THE ACTION

1
2 1. Starbucks Coffee Company was established in 1971 and is currently the leading
3 retailer roaster and brand of specialty coffee in the world operating over 17,000 retail stores in
4 over 50 countries. Defendant Starbucks Corporation hereinafter also referred to as
5 "STARBUCKS" or "DEFENDANT" was incorporated in November 1985 under the laws of the
6 State of Washington, in Olympia, Washington, with its principal place of business in Seattle,
7 Washington. At all relevant times mentioned herein, STARBUCKS conducted and continues
8 to conduct substantial and regular business throughout California.

9 2. To ensure that the "Starbucks Experience" is received by all customers,
10 STARBUCKS strives to hire only "passionate people who love coffee." These individuals are
11 commonly known and referred to as "Baristas." Baristas receive at least 24 hours of training
12 in the first two (2) to four (4) weeks of their employment and are taught many aspects of the
13 STARBUCKS operation including: the history of coffee and coffee knowledge, how to weigh
14 and label coffee beans and the proper standby time for each brewed coffee to maintain company
15 standards, drink preparation, customer service and retail skills, and store operations and
16 procedures. The major goal of this training is to ingrain the principals, values and culture of
17 STARBUCKS to the trainee. Upon hiring these new employees, and at multiple times per year,
18 STARBUCKS distributes specific proprietary training materials related to STARBUCKS' drink
19 and food menu items and customer service. STARBUCKS requires the Baristas to review and
20 memorize the training materials and complete "written quizzes" away from STARBUCKS'
21 retail store locations.

22 3. During the CLASS PERIOD, STARBUCKS systematically failed to record and
23 pay Plaintiff Brittney Cooper and all the other Class Members for minimum wages, wages for
24 all hours worked and overtime wages. STARBUCKS intentionally and unlawfully failed to pay
25 the PLAINTIFF and the Class Members for compensable training time which was spent
26 reviewing, memorizing and completing STARBUCKS' training materials. STARBUCKS
27 forbids these employees to conduct this training during normal work hours. As a result, the
28 PLAINTIFF and the Class Members regularly conducted the mandatory training away from

1 STARBUCKS' retail stores without their time being accurately recorded, and were thereby not
2 compensated at the applicable minimum and overtime wages for this unpaid training time.
3 STARBUCKS' uniform policy and practice to not pay employees for compensable training time
4 is evidenced by DEFENDANT's business records.

5 4. PLAINTIFF brings this Class Action against STARBUCKS on behalf of herself
6 and a class consisting of all current and former non-exempt, hourly employees who worked for
7 STARBUCKS as a Barista in California (the "CLASS" or "Class Members") during the period
8 beginning on the date four (4) years before the filing of this Action and ending on the date as
9 determined by the Court (the "CLASS PERIOD").

10 5. PLAINTIFF brings this Action to fully compensate the Class Members for
11 their losses incurred during the CLASS PERIOD caused by STARBUCKS' uniform policy and
12 practice which fails to compensate the PLAINTIFF and the Class Members for all hours
13 worked. STARBUCKS' uniform policy and practice alleged herein is an unlawful, unfair and
14 deceptive business practice whereby STARBUCKS retained and continues to retain wages due
15 PLAINTIFF and the Class Members for all hours worked. PLAINTIFF and the Class Members
16 seek an injunction enjoining such conduct by STARBUCKS in the future, relief for the named
17 PLAINTIFF and all the Class Members who have been economically injured by
18 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
19 equitable relief.

20 21 THE PARTIES

22 6. Defendant Starbucks Corporation was incorporated in November 1985 under
23 the laws of the State of Washington, in Olympia, Washington, with its principal place of
24 business in Seattle, Washington. At all relevant times mentioned herein, STARBUCKS
25 conducted and continues to conduct substantial and regular business throughout California.

26 7. The true names and capacities, whether individual, corporate, associate or
27 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently
28 unknown to the PLAINTIFF who therefore sues these Defendants by such fictitious names

1 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based
2 thereon, alleges that each of the Defendants designated herein is legally responsible in some
3 manner for the unlawful acts referred to herein. PLAINTIFF will seek leave of Court to
4 amend this Complaint to reflect the true names and capacities of the Defendants when they
5 have been ascertained and become known.

6 8. The agents, servants and/or employees of the Defendants and each of them
7 acting on behalf of the Defendants acted within the course and scope of his, her or its
8 authority as the agent, servant and/or employee of the Defendants, and personally
9 participated in the conduct alleged herein on behalf of the Defendants with respect to the
10 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
11 the other Defendants and all Defendants are jointly and severally liable to the PLAINTIFF
12 and the other Class Members, for the loss sustained as a proximate result of the conduct of
13 the Defendants' agents, servants and/or employees.

14 9. At all relevant times mentioned herein, Plaintiff Brittney Cooper resided in
15 Santa Clara County. PLAINTIFF was employed by STARBUCKS in California as a non-
16 exempt, hourly Barista from September 2008 to March 2011.

18 THE CONDUCT

19 10. STARBUCKS systematically failed to correctly pay the PLAINTIFF and the
20 Class Members for all the hours they worked, including hours worked in excess of eight (8)
21 in a workday and forty (40) in a workweek. STARBUCKS intentionally and unlawfully
22 failed to pay these employees for compensable training time which was spent reviewing,
23 memorizing and completing STARBUCKS' training materials related to the drink and food
24 menu items and customer service. Upon being hired, and at multiple times per year, the
25 PLAINTIFF and the Class Members were required to conduct mandatory training away from
26 STARBUCKS' retail stores without their time being accurately recorded, and were thereby
27 not compensated at the applicable minimum and overtime wages for this unpaid training in
28 violation of California law.

11. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, STARBUCKS as a matter of corporate policy, practice and procedure, intentionally, knowingly and systematically failed to properly compensate the PLAINTIFF and the Class Members for all hours worked. Upon hiring new employees, and at multiple times per year, STARBUCKS distributes specific proprietary training materials, including "written quizzes" to the Baristas in order to teach and continually ingrain the principals, values and culture of STARBUCKS. However, STARBUCKS forbids these employees to conduct this training during normal work hours. As a result, the PLAINTIFF and the Class Members regularly reviewed, memorized and completed the required training materials away from STARBUCKS' retail stores without their time being accurately recorded. This uniform policy and practice of STARBUCKS was intended to purposefully avoid the payment of minimum and overtime wages required by California law which allows STARBUCKS to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the CLASS against STARBUCKS, the CLASS PERIOD should be adjusted accordingly.

12. STARBUCKS instituted a company-wide policy, practice and procedure in California that failed to record and pay the PLAINTIFF and the Class Members for mandatory training. STARBUCKS distributes specific training materials related to the drink and food menu items and customer service to the Baristas with the expectation that the training will be completed away from STARBUCKS' retail stores. However, STARBUCKS required the PLAINTIFF and the Class Members to perform this training without their time being accurately recorded. As a result, the PLAINTIFF and the Class Members regularly performed required training without compensation at the applicable minimum and overtime wages.

THE CLASS

13. PLAINTIFF brings this Action against STARBUCKS pursuant to California

1 Code of Civil Procedure, Section 382, on behalf of herself and a class consisting of all
2 current and former non-exempt, hourly employees who worked for STARBUCKS as a
3 Barista in California (the "CLASS" or "Class Members") during the period beginning on the
4 date four (4) years before the filing of this Action and ending on the date as determined by
5 the Court.

6 14. All non-exempt, hourly Baristas working for STARBUCKS in California are
7 similarly situated in that they are all subject to STARBUCKS' uniform policy and practice
8 that requires them to perform mandatory training without compensation as required by law.

9 15. The CLASS is so numerous that joinder of all Class Members is impracticable.

10 16. During the CLASS PERIOD, STARBUCKS uniformly violated the rights of
11 the PLAINTIFF and the Class Members under California law, without limitation, in the
12 following manners:

- 13 (a) Violating the California Unfair Competition law, Cal. Bus. & Prof.
14 Code §§ 17200 *et seq.* (the "UCL"), by unlawfully, unfairly and/or
15 deceptively having in place company policies, practices and procedures
16 that uniformly and systematically failed to record and pay the
17 PLAINTIFF and the Class Members for all hours worked including
18 minimum and overtime wages for unpaid training time;
- 19 (b) Committing an act of unfair competition in violation of the UCL, by
20 failing to pay the PLAINTIFF and the Class Members minimum wages
21 for all hours worked;
- 22 (c) Committing an act of unfair competition in violation of the UCL, by
23 unlawfully, unfairly and/or deceptively failing to pay the PLAINTIFF
24 and the Class Members premium wages for hours worked in excess
25 eight (8) in any workday and forty (40) in any workweek;
- 26 (d) Committing an act of unfair competition in violation of the UCL, by
27 violating Cal. Lab. Code § 226, by failing to provide the PLAINTIFF
28 and the Class Members with an accurate itemized statement in writing

- 1 showing the gross wages earned, the net wages earned, all applicable
2 hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee; and,
4 (e) Committing an act of unfair competition in violation of the UCL, by
5 violating Cal. Lab. Code §§ 201, 202, 203, & 204, by failing to tender
6 timely and full payment and/or restitution of all wages owed to the
7 employees whose employment with DEFENDANT has terminated.

8 17. As a result of STARBUCKS' uniform policies, practices and procedures, there
9 are numerous questions of law and fact common to all Class Members who worked for
10 STARBUCKS in California during the CLASS PERIOD. These questions include, but are
11 not limited, to the following:

- 12 (a) Whether STARBUCKS' policies, practices and pattern of conduct
13 described in this Complaint was and is unlawful;
14 (b) Whether STARBUCKS failed to accurately pay the PLAINTIFF and
15 the Class Members for all hours worked, including minimum and
16 overtime wages;
17 (c) Whether STARBUCKS failed to consider training time as "hours
18 worked" without compensation;
19 (d) Whether STARBUCKS failed to maintain true and accurate time
20 records for all hours worked by the Class Members;
21 (e) Whether STARBUCKS failed to provide the Class Members with
22 accurate itemized wage statements;
23 (f) Whether STARBUCKS has engaged in unfair competition by the
24 above-listed conduct; and,
25 (g) Whether STARBUCKS' conduct was willful.

26 18. This Class Action meets the statutory prerequisites for the maintenance of a
27 Class Action as set forth in California Code of Civil Procedure, Section 382, in that:

- 28 (a) The persons who comprise the CLASS are so numerous that the joinder

1 of all such persons is impracticable and the disposition of their claims
2 as a class will benefit the parties and the Court;

3 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
4 issues that are raised in this Complaint are common to the CLASS and
5 will apply uniformly to every Class Member;

6 (c) The claims of the representative PLAINTIFF are typical of the claims
7 of each Class Member. PLAINTIFF, like all Class Members, was not
8 correctly compensated for all hours worked in accordance with
9 DEFENDANT's defined corporate policies and practices, and the
10 PLAINTIFF sustained economic injuries arising from DEFENDANT's
11 violations of California law. PLAINTIFF and the Class Members are
12 similarly or identically harmed by the same unlawful, unfair, deceptive
13 and persuasive pattern of misconduct engaged in by DEFENDANT;
14 and,

15 (d) The representative PLAINTIFF will fairly and adequately represent and
16 protect the interest of the CLASS, and has retained counsel who is
17 competent and experienced in Class Action litigation. There are no
18 material conflicts between the claims of the representative PLAINTIFF
19 and the Class Members that would make class certification
20 inappropriate. Counsel for the CLASS will vigorously assert the claims
21 of all employees in the CLASS.

22 19. In addition to meeting the statutory prerequisites to a Class Action, this Action
23 is properly maintained as a Class Action pursuant to California Code of Civil Procedure,
24 Section 382, in that:

25 (a) Without class certification and determination of declaratory, injunctive,
26 statutory and other legal questions within the class format, prosecution
27 of separate actions by individual members of the CLASS will create the
28 risk of:

- 1 (i) Inconsistent or varying adjudications with respect to individual
2 members of the CLASS which would establish incompatible
3 standards of conduct for the parties opposing the CLASS; or,
4 (ii) Adjudication with respect to individual members of the CLASS
5 which would as a practical matter be dispositive of interests of
6 the other members not party to the adjudication or substantially
7 impair or impede their ability to protect their interests;
- 8 (b) The parties opposing the CLASS have acted on grounds generally
9 applicable to the CLASS, making appropriate class-wide relief with
10 respect to the CLASS as a whole in that STARBUCKS' company
11 policies and practices failed to compensate the Class Members for all
12 hours worked, and failed to properly apply the overtime rate of pay
13 applicable to all hours worked in excess of eight (8) in any workday and
14 forty (40) in any workweek; and,
- 15 (c) Common questions of law and fact exist as to members of the CLASS
16 and predominate over any question affecting only individual members,
17 and a Class Action is superior to other available methods for the fair
18 and efficient adjudication of the controversy, including consideration
19 of:
- 20 (i) The interests of the members of the CLASS in individually
21 controlling the prosecution or defense of separate actions;
22 (ii) The extent and nature of any litigation concerning the
23 controversy already commenced by or against members of the
24 CLASS;
25 (iii) The desirability or undesirability of concentrating the litigation
26 of the claims in the particular forum;
27 (iv) The difficulties likely to be encountered in the management of a
28 Class Action; and,

(v) The basis of STARBUCKS' policies and practices applied uniformly to all members of the CLASS.

20. This Court should permit this Action to be maintained as a Class Action pursuant to California Code of Civil Procedure, Section 382, because:

- (a) The questions of law and fact common to the CLASS predominate over any question affecting only individual members;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the CLASS;
- (c) The Class Members are so numerous that it is impracticable to bring all Class Members before the Court;
- (d) PLAINTIFF and the Class Members will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which STARBUCKS' actions have inflicted upon the CLASS;
- (f) There is a community of interest in ensuring that the combined assets and available insurance of STARBUCKS are sufficient to adequately compensate the Class Members for any injuries sustained;
- (g) STARBUCKS has acted or refused to act on grounds generally applicable to the CLASS, thereby making final class-wide relief appropriate with respect to the CLASS as a whole; and,
- (h) The Class Members are readily ascertainable from STARBUCKS' business records. The CLASS is comprised of all STARBUCKS' Baristas who were subject to the above described uniform policies and practices in California during the applicable class period.

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1 Cal. Bus. & Prof. Code § 17203.

2 26. By the conduct alleged herein, DEFENDANT has engaged and continues to
3 engage in a business practice which violates California law, including but not limited to Wage
4 Order 5-2001, the Minimum Wage Order (MW-2007), the California Labor Code including
5 Sections 201, 202, 203, 204, 510, 1194, 1197, 1197.1 & 1198, the regulations of the Department
6 of Labor and the opinions of the Department of Labor Standards Enforcement, for which this
7 Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code §
8 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
9 competition, including restitution of wages wrongfully withheld.

10 27. By the conduct alleged herein, STARBUCKS' practices were unfair in that
11 these practices violate public policy, are immoral, unethical, oppressive, unscrupulous or
12 substantially injurious to employees, and are without valid justification or utility for which this
13 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
14 Business & Professions Code, including restitution of wages wrongfully withheld.

15 28. By the conduct alleged herein, STARBUCKS' practices were deceptive and
16 fraudulent in that STARBUCKS' uniform policy and practice was to represent to the Class
17 Members that they were not entitled to compensation for all hours worked, when in fact these
18 representations were false and likely to deceive, for which this Court should issue injunctive and
19 equitable relief, pursuant to Section 17203 of the California Business and Professions Code,
20 including restitution of wages wrongfully withheld.

21 29. By the conduct alleged herein, DEFENDANT's practices were also unfair and
22 deceptive in that DEFENDANT's employment practices caused the PLAINTIFF and the Class
23 Members to be underpaid during their employment with DEFENDANT.

24 30. By and through the unlawful and unfair business practices described herein,
25 STARBUCKS has obtained valuable property, money and services from the PLAINTIFF and
26 the Class Members, including earned wages for all hours worked, and has deprived them of
27 valuable rights and benefits guaranteed by law and contract, all to the detriment of these
28 employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly

1 compete against competitors who comply with the law.

2 31. All the acts described herein as violations of, among other things, the California
3 Labor Code, California Code of Regulations, and Industrial Welfare Commission Wage Orders,
4 are unlawful and in violation of public policy, are immoral, unethical, oppressive and
5 unscrupulous, are deceptive, and thereby constitute unlawful, unfair and deceptive business
6 practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.* DEFENDANT's conduct was
7 also deceptive in that DEFENDANT represented to the PLAINTIFF and the Class Members
8 that they were not entitled to receive compensation for all hours worked, including minimum
9 and overtime wages for unpaid training time.

10 32. PLAINTIFF and the Class Members are entitled to, and do, seek such relief as
11 may be necessary to restore to them the money and property which DEFENDANT has acquired,
12 or of which the PLAINTIFF and the Class Members have been deprived, by means of the above
13 described unlawful and unfair business practices, including earned but unpaid wages for all
14 hours worked.

15 33. PLAINTIFF and the Class Members are further entitled to, and do, seek a
16 declaration that the described business practices are unlawful, unfair and deceptive, and that
17 injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and
18 unfair business practices in the future.

19 34. PLAINTIFF and the Class Members have no plain, speedy and/or adequate
20 remedy at law that will end the unlawful and unfair business practices of DEFENDANT.
21 Further, the practices herein alleged presently continue to occur unabated. As a result of the
22 unlawful and unfair business practices described herein, the PLAINTIFF and the Class
23 Members have suffered and will continue to suffer irreparable legal and economic harm unless
24 DEFENDANT is restrained from continuing to engage in these unlawful and unfair business
25 practices.

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1 41. STARBUCKS' uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CLASS as a whole, as a result of implementing a uniform
3 policy and practice that denied compensation to the PLAINTIFF and the Class Members for all
4 hours worked.

5 42. In committing these violations of the California Labor Code, STARBUCKS
6 inaccurately under-reported the actual hours worked and consequently underpaid the actual
7 hours worked in violation of Cal. Lab. Code § 206.5. STARBUCKS acted in an illegal attempt
8 to avoid the payment of all earned wages including minimum and overtime wages, and other
9 benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 43. As a direct result of STARBUCKS' unlawful wage practices as alleged herein,
12 the PLAINTIFF and the Class Members did not receive minimum wages and overtime
13 compensation for all hours worked.

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

23 45. During the CLASS PERIOD, the PLAINTIFF and the Class Members worked
24 more hours than they were paid for and/or were paid less for hours worked that they were
25 entitled to, constituting a failure to pay all earned wages.

26 46. DEFENDANT failed to accurately pay the PLAINTIFF and the Class Members
27 minimum wages, wages for all hours worked, and overtime wages for the hours they worked
28 in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194,

1 1197, 1197.1 & 1198, even though the PLAINTIFF and the Class Members were regularly
2 required to work, and did in fact work, uncompensated hours that DEFENDANT never recorded
3 as evidenced by DEFENDANT's business records and witnessed by employees.

4 47. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
5 compensation to the PLAINTIFF and the Class Members for the true number of hours they
6 worked, the PLAINTIFF and the Class Members have suffered and will continue to suffer an
7 economic injury in amounts which are presently unknown to them and which will be ascertained
8 according to proof at trial.

9 48. DEFENDANT knew or should have known that the PLAINTIFF and the Class
10 Members worked hours that they were not compensated for, including hours in excess of eight
11 (8) in any workday and forty (40) in any workweek. STARBUCKS systematically elected,
12 either through intentional malfeasance or gross nonfeasance, to not pay employees for their
13 labor as a matter of uniform corporate policy, practice and procedure, and DEFENDANT
14 perpetrated this systematic scheme by refusing to pay the PLAINTIFF and the Class Members
15 for compensable training time.

16 49. In performing the acts and practices herein alleged in violation of labor laws, and
17 refusing to compensate the Class Members for all hours worked and provide the requisite
18 overtime compensation, STARBUCKS acted and continues to act intentionally, oppressively,
19 and maliciously toward the PLAINTIFF and the Class Members with a conscious of and utter
20 disregard for their legal rights, or the consequences to them, and with the despicable intent of
21 depriving them of their property and legal rights, and otherwise causing them injury in order to
22 increase corporate profits at the expense of these employees.

23 50. PLAINTIFF and the Class Members therefore request recovery of all unpaid
24 wages, including minimum and overtime wages, according to proof, interest, statutory costs, as
25 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
26 by the California Labor Code and/or other applicable statutes. In addition, to the extent wages
27 are determined to be owed to the PLAINTIFF and the Class Members whose employment has
28 terminated, these employees are further entitled to waiting time penalties under Cal. Lab. Code

1 § 203, which penalties are sought herein.

2
3 **THIRD CAUSE OF ACTION**

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

5 **[Cal. Lab. Code § 226]**

6 **(By PLAINTIFF and the CLASS and Against All Defendants)**

7 51. PLAINTIFF and the Class Members reallege and incorporate by this reference,
8 as though fully set forth herein, paragraphs 1 through 50 of this Complaint.

9 52. Cal. Lab. Code § 226 provides that an employer must furnish employees
10 with an "accurate itemized" statement in writing showing:

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

53. At all times relevant herein, DEFENDANT violated Cal. Lab. Code § 226 in
that DEFENDANT failed to provide an accurate wage statement in writing that properly and
accurately itemized the number of hours worked by the PLAINTIFF and the Class Members at
the effective regular rates of pay and the effective overtime rates of pay.

54. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
Code § 226, causing damages to the PLAINTIFF and the Class Members. These damages
include, but are not limited, to costs expended calculating the true hours worked and the amount
of employment taxes which were not properly paid to state and federal tax authorities. These

1 damages are difficult to estimate. Therefore, the PLAINTIFF and the Class members may elect
2 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
3 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
4 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial
5 (but in no event more than four thousand dollars (\$4,000.00) for the PLAINTIFF and each
6 respective member of the CLASS herein).

7
8 **PRAYER**

9 WHEREFOR, the PLAINTIFF prays for judgment against each Defendant, jointly
10 and severally, as follows:

11 1. On behalf of the CLASS:

- 12 A) That the Court certify the Action asserted by the CLASS as a Class Action
13 pursuant to California Code of Civil Procedure, Section 382;
14 B) An order temporarily, preliminarily and permanently enjoining and restraining
15 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
16 C) An order requiring DEFENDANT to pay all sums unlawfully withheld from
17 the PLAINTIFF and the Class Members;
18 D) Disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
19 restitution of the sums incidental to DEFENDANT's violations due
20 PLAINTIFF and the Class Members;
21 E) Penalties payable to all terminated employees in the CLASS in accordance
22 with Cal. Lab. Code § 203; and,
23 F) The greater of all actual damages or fifty dollars (\$50.00) for the initial pay
24 period in which a violation occurs and one hundred dollars (\$100.00) per each
25 member of the CLASS for each violation in a subsequent pay period, not
26 exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and an
27 award of costs for violations of Cal. Lab. Code § 226.

28 2. On all claims:

- 1 A) An award of interest, including prejudgment interest at the legal rate;
2 B) An award of penalties and cost of suit, but neither this prayer nor any other
3 allegation or prayer in this Complaint is to be construed as a request, under any
4 circumstance, that would result in a request for attorneys' fees under Cal. Lab.
5 Code § 218.5; and,
6 C) Such other and further relief as the Court deems just and equitable.

7 Dated: May 13, 2011

8 BLUMENTHAL, NORDREHAUG & BHOWMIK

9 By: 

10 Norman B. Blumenthal
11 Attorneys for Plaintiff
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DEMAND FOR A JURY TRIAL

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

Dated: May 13, 2011

BLUMENTHAL, NORDREHAUG & BHOWMIK

By: 

Norman B. Blumenthal
Attorneys for Plaintiff

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

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

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BRITTNEY COOPER, an individual, on behalf of herself and all persons
similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED

2011 MAY 24 A 0:19

David H. Yamasaki, Clerk of the Superior Court,
County of Santa Clara

By: **R. SCHWARTZ**
Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
Complex**

191 N. First Street, San Jose, CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Norman B. Blumenthal (Bar # 68687)

Blumenthal, Nordrehaug & Bhowmik, 2255 Calle Clara, La Jolla, CA 92037

DATE:

MAY 24 2011

(Fecha)

DAVID H. YAMASAKI, Clerk, by

Chief Executive Officer, Clerk

Fax No.: (858) 551-1232

Phone No.: (858) 551-1223

R. SCHWARTZ, Deputy
(Adjunto)

CASE NUMBER:
(Número del caso)

CV 201544

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman B. Blumenthal (Bar # 68687) Kyle R. Nordrehaug (Bar # 205975) Blumenthal, Nordrehaug & Bhowmik 2255 Calle Clara, La Jolla, CA 92037 TELEPHONE NO.: (858) 551-1223 FAX NO.: (858) 551-1232 ATTORNEY FOR (Name): Plaintiff Brittney Cooper		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">ENDORSED</div> <div style="font-size: 1.2em; margin: 5px 0;">2011 MAY 24 A 0:18</div> <div style="font-size: 0.8em; margin: 5px 0;">David H. Yamaguchi, Clerk of the Superior Court County of Santa Clara, California</div> <div style="margin: 5px 0;">By: H. SCHWARTZ Deputy Clerk</div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Complex		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">111CV201544</div>	
CASE NAME: <div style="text-align: center; font-weight: bold;">Cooper v. Starbucks</div>		JUDGE: DEPT:	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input checked="" type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **THREE (3)**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 13, 2011

Norman B. Blumenthal

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

CASE NUMBER: 111CV201544

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions,
you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Honorable James Kleinberg Department: 1

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: OCT 21 2011 Time: 10:00AM in Department: 1

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET / CIVIL DIVISION

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- < **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- < **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- < **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- < **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- < **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

- < **Mediation** is an informal, confidential, flexible and non-binding process in which the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.
- < Mediation may be appropriate when:
 - < The parties want a non-adversary procedure
 - < The parties have a continuing business or personal relationship
 - < Communication problems are interfering with a resolution
 - < There is an emotional element involved
 - < The parties are interested in an injunction, consent decree, or other form of equitable relief
- < **Neutral evaluation**, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- < The parties are far apart in their view of the law or value of the case
- < The case involves a technical issue in which the evaluator has expertise
- < Case planning assistance would be helpful and would save legal fees and costs
- < The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-