

10/19/2023

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Attorneys for Plaintiff, ARA SERJ TAKAVORIAN

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

ARA SERJ TAKAVORIAN, an individual,

Plaintiff,

v.

STARBUCKS CORPORATION, d.b.a.
STARBUCKS COFFEE COMPANY, a
Washington corporation; and DOES 1
through 50, inclusive

Defendant.

Case No.: 23VECV02533

Assigned for all purposes to:
Hon. Michael R. Amerian
Dept. O, Van Nuys Courthouse West

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime in Violation of Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Penalties Pursuant to Labor Code § 203;
7. Failure to Reimburse Necessary Business Expenditures under Labor Code § 2802;
8. Violation of Bus. & Prof. Code § 17200;
9. Civil Penalties under the PAGA, Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Original Complaint filed: June 9, 2023
Trial Date: None set.

1 Plaintiff ARA SERJ TAKAVORIAN complains of Defendants, and each of them, and
2 alleges as follows:

3 **THE PARTIES**

4 1. At all times herein mentioned, and at the time the causes of action arose, Plaintiff
5 ARA SERJ TAKAVORIAN ("Plaintiff") was and is an individual residing in the State of
6 California.

7 2. At all times mentioned herein Defendant STARBUCKS CORPORATION, d.b.a.
8 STARBUCKS COFFEE COMPANY, a Washington corporation, was and is doing business in
9 the State of California, County of Los Angeles.

10 3. Hereinafter in this complaint, unless otherwise specified, STARBUCKS
11 CORPORATION, d.b.a. STARBUCKS COFFEE COMPANY, a Washington corporation, and
12 DOES 1 through 50, inclusive, shall hereinafter be collectively referred to as "Defendants."

13 4. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil
14 Procedure § 395.5 because the obligations giving rise to liability occurred in part in the County of
15 Los Angeles, State of California.

16 5. Plaintiff is unaware of the true names and capacities of the Defendants sued herein
17 as DOES 1 through 50, inclusive, and for that reason sues these Defendants by such fictitious
18 names under Code of Civil Procedure § 474. Plaintiff will file and serve an amendment to this
19 complaint alleging the true names and capacities of these fictitiously named Defendants when
20 such true names and capacities become known to Plaintiff.

21 6. Plaintiff is informed and believes, and based thereon alleges, that each of the
22 fictitiously named Defendants is responsible in some manner for, and proximately caused, the
23 harm and damages alleged herein below.

24 7. Plaintiff is informed and believes and thereon allege that Defendants, and each of
25 them, exercised control over the working conditions of Plaintiff, or suffered or permitted Plaintiff,
26 to work, or engaged, thereby creating a common law employment relationship, with Plaintiff.
27 Therefore, Defendants, and each of them, employed or jointly employed Plaintiff.

28 8. Whenever and wherever reference is made in this Complaint to any act by a

1 defendant or defendants, such allegations and reference shall also be deemed to mean the acts and
2 failures to act of each defendant acting individually, jointly, and severally.

3 9. Whenever and wherever reference is made to individuals who are not named as
4 Plaintiff or Defendants in this Complaint but were agents, servants, employees and/or supervisors
5 of Defendants, such individuals at all relevant times acted on behalf of Defendants within the
6 scope of their employment.

7 10. Plaintiff is informed and believes, and based thereon alleges, that each of the
8 Defendants named herein acted as the employee, agent, spouse, partner, alter-ego, and/or joint-
9 venturer, of each of the other Defendant named herein and, in doing the acts and in carrying out
10 the wrongful conduct alleged herein, each of the Defendants acted within the scope of their
11 relationship with and with the permission, consent, and ratification of each of the other
12 Defendants named herein.

13 **FACTUAL BACKGROUND**

14 11. Plaintiff was employed by Defendants as a non-exempt employee in or around
15 October 2014 and remained a dutiful and productive employee until his unceremonious
16 termination in February of 2023.

17 12. For the entirety of Plaintiff's employment with Defendants and during the relevant
18 time period for the claims in this Action, Defendants failed to pay Plaintiff minimum wages as
19 required under Labor Code and applicable ("IWC") Wage Orders. Plaintiff regularly worked
20 hours for which he was not compensated by Defendants, including time he was required to work
21 off the clock and during meal breaks.

22 13. Defendants regularly required Plaintiff to work in excess of eight (8) hours on a
23 given day and/or forty (40) hours in a given week without paying Plaintiff overtime wages in
24 accordance with the requirements of the Labor Code and applicable IWC Wage Orders.

25 14. During his employment, Plaintiff worked up to nine-hour shifts without receiving
26 proper meal and rest breaks as required by California Labor Code § 226.7, which requires
27 Defendants to provide Plaintiff a thirty-minute uninterrupted meal break prior to his fifth hour of
28 work. Section 226.7 also requires Defendants to provide Plaintiff with a paid, ten-minute, rest

1 break prior to his fourth hour of work. Plaintiff was never given his meal and rest breaks as
2 required by Labor Code and was consistently required to work through his entire shift.
3 Defendants therefore regularly required Plaintiff to work shifts in excess of five (5) hours without
4 providing him with uninterrupted meal periods of not less than thirty (30) minutes. Defendants
5 also failed to pay Plaintiff “premium pay,” i.e. one hour of wages at Plaintiff’s effective regular
6 rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

7 15. Defendants consistently failed to provide Plaintiff with paid rest breaks of not less
8 than ten (10) minutes for every work period of four (4) or more consecutive hours. Defendants
9 also failed to pay Plaintiff premium pay for each day on which requisite rest breaks were not
10 provided or were deficiently provided.

11 16. For the entirety of Plaintiff’s employment with Defendants and during the relevant
12 time period, Defendants failed to reimburse and indemnify Plaintiff for all necessary expenses he
13 incurred while executing his required duties under Defendants’ employment. Specifically,
14 Plaintiff was required to use his personal cellular phone to check messages and complete
15 telephone calls with managers and co-workers regarding scheduling and to respond to inquiries
16 and address other work requirements.

17 17. Defendants have also consistently failed to provide Plaintiff with timely, accurate,
18 and itemized wage statements, in writing, as required by California wage-and-hour laws and
19 applicable IWC Wage Orders.

20 18. Defendant failed to pay all wages owed to Plaintiff at the time of his termination,
21 as required by California wage-and-hour laws and applicable IWC Wage Orders. Plaintiff also
22 seeks civil penalties in connection with the individual violations addressed herein under Labor
23 Code § 2698 *et seq.*, the Private Attorneys’ General Act (“PAGA”).

24 19. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
25 Plaintiff seeks injunctive relief, restitution, and disgorgement of all benefits Defendants have
26 enjoyed from their violations of the Labor Code.

27 20. During the course of his employment with Defendants, Plaintiff performed his
28 duties in a competent and efficient manner within Defendants’ rules, requirements, and policies,

1 while Defendants in contrast committed ongoing and systematic violations of the Labor Code.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 21. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
6 in full herein.

7 22. Defendants failed to pay Plaintiff minimum wages for all hours worked.
8 Plaintiff's wages were based upon a seven and one-half-hour work day, for five days a week.
9 Defendants had a common policy and/or practice of failing to pay Plaintiff minimum wages for
10 all hours worked. Specifically, Defendant would automatically deduct 30 minutes of wages from
11 Plaintiff for alleged meal periods without any regard to whether Plaintiff received a compliant
12 break or not. Moreover, Plaintiff was required by Defendants to work off the clock without
13 compensation, including by Defendants' failure to pay for the time spent responding to text
14 messages and answering work related phone calls from his own personal cellular phone. In
15 addition, Plaintiff was consistently required to work "pre-shift" and "post-shift" hours, in excess
16 of his scheduled eight-hour shift in a given work day, for which Plaintiff was not compensated.

17 23. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage,"
18 states:

19 The minimum wage for employees fixed by the commission is the
20 minimum wage to be paid to employees, and the payment of a less
21 wage than the minimum so fixed is unlawful.

22 24. The applicable minimum wages fixed by the commission for work during the
23 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Plaintiff is therefore
24 entitled to double the minimum wage during the relevant period.

25 25. The minimum wage provisions of California Labor Code are enforceable by
26 private civil action pursuant to California Labor Code § 1194(a) which states:

27 Notwithstanding any agreement to work for a lesser wage, any
28 employee receiving less than the legal minimum wage or the legal
overtime compensation applicable to the employee is entitled to
recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest

thereon, reasonable attorney's fees and costs of suit.

26. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission.

27. California Labor Code § 1194.2 also provides for the following remedies:
In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

28. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff.

29. Wherefore, Plaintiff is entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

30. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

31. Defendants failed to pay Plaintiff wages for all his hours worked, as detailed above. Throughout his years of service, Plaintiff's scheduled shifts were intended to minimize or eliminate overtime. However, given the off the clock work as addressed above and the other job demands Plaintiff was required to complete, the total hours worked by Plaintiff during a given work week or pay period often exceeded eight (8) hours a day and/or forty (40) hours a week. However, Plaintiff was not paid the required overtime premium of no less than time and one-half of his regular rate of pay for the hours over eight for a shift and forty for a week.

32. Defendants' failure to pay wages and overtime in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages be paid in at least

1 semimonthly payments. Each failure to make a timely payment of compensation to Plaintiff
2 constitutes a separate violation of California Labor Code § 204.

3 33. Additionally, Defendants did not pay Plaintiff the correct overtime rate for the
4 overtime hours he worked, including by failing to include all forms of remuneration in the regular
5 rate Defendants used to calculate and pay overtime. Therefore, during times when Plaintiff
6 worked overtime, Defendants failed to pay all overtime wages owed to Plaintiff for those hours.

7 34. Plaintiff has been damaged by these violations of California Labor Code §§ 204
8 and 510 (and the relevant orders of the Industrial Welfare Commission).

9 35. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
10 relevant orders of the Industrial Welfare Commission), Defendants are liable to Plaintiff for the
11 full amount of all his unpaid wages and overtime compensation, with interest, plus reasonable
12 attorneys' fees and costs.

13 **THIRD CAUSE OF ACTION**

14 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

15 **(Against All Defendants)**

16 36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
17 in full herein.

18 37. Plaintiff regularly worked shifts greater than five (5) hours. Pursuant to Labor
19 Code § 512, an employer may not employ someone for a shift of more than five (5) hours without
20 providing him or her with a meal period of not less than thirty (30) minutes or for more than ten
21 (10) hours without providing him or her with a second meal period of not less than thirty (30)
22 minutes.

23 38. Defendants failed to provide Plaintiff with uninterrupted meal periods as required
24 under the Labor Code. Plaintiff was regularly required to work through his shift without ever
25 properly receiving an uninterrupted 30-minute meal period as required by law.

26 39. Moreover, Defendants failed to compensate Plaintiff for each meal period that was
27 not provided or that was deficiently provided, as required under Labor Code § 226.7.

28 40. Therefore, pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an

1 amount equal to one (1) hour of wages at the applicable regular rate of pay for each meal period
2 that was not provided or that was deficiently provided, a sum to be proven at trial.

3 **FOURTH CAUSE OF ACTION**

4 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

5 **(Against All Defendants)**

6 41. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
7 in full herein.

8 42. Plaintiff consistently worked shifts of four (4) or more consecutive hours.
9 Pursuant to the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage
10 Order, Plaintiff was entitled to paid rest breaks of not less than ten (10) minutes for each shift of
11 four (4) consecutive hours or major fraction thereof.

12 43. Defendants failed to provide Plaintiff with uninterrupted and timely rest breaks of
13 not less than ten (10) minutes per four (4) hours of work or major fraction thereof. Defendants
14 also failed to provide Plaintiff with premium pay pursuant to Labor Code § 226.7 for
15 noncompliance.

16 44. Therefore, pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an
17 amount equal to one (1) hour of wages at his regular rate of pay for each day worked without the
18 required rest breaks, a sum to be proven at trial.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(Against All Defendants)**

22 45. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 46. California Labor Code § 226(a) requires an employer to furnish each of its
25 employees with an accurate, itemized statement in writing showing the gross and net earnings,
26 total hours worked, and the corresponding number of hours worked at each hourly rate; these
27 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
28 serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these

1 statements may be given to the employee separately from the payment of wages; in either case,
2 the employer must give the employee these statements twice a month or each time wages are
3 paid.

4 47. Defendants failed to provide Plaintiff with accurate, itemized wage statements in
5 writing as required by the Labor Code. Specifically, Defendants failed in their affirmative
6 obligation to keep accurate records the correct regular and overtime wages based on proper
7 regular rate calculations and the total amount of compensation owed to Plaintiff. Additionally,
8 Plaintiff's wage statements did not include the total hours worked in violation of Labor Code §
9 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
10 period and the corresponding number of hours worked at each such rate in violation of Labor
11 Code § 226 (a)(9). Defendants also failed to provide the accurate name of the legal entity that is
12 the employer in violation of Labor Code §226 (a) (8). The wage statements provided to Plaintiff
13 were thus confusing and required Plaintiff to engage in discovery and refer to outside sources to
14 verify whether their pay was correct and potentially resulting in a miscalculation by the Plaintiff.

15 48. Moreover, the wage statements given to Plaintiff by Defendants failed to
16 accurately account for wages, overtime, and/or premium pay for meal-period and rest-break
17 noncompliance, all of which Defendants knew or reasonably should have known were owed to
18 Plaintiff, as alleged above.

19 49. Defendants' failure to provide accurate and complete information on wage
20 statements caused Plaintiff to suffer injuries in that he could not promptly and easily determine
21 from the wage statements alone the amount of gross wages or net wages paid to them during each
22 pay period, the total hours worked by Plaintiff, and/or all applicable hourly rates in effect during
23 the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff.

24 50. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff is entitled to recover the
25 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
26 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
27 exceeding an aggregate penalty of four thousand dollars (\$4,000). Plaintiff is also entitled to an
28 award of costs and reasonable attorneys' fees.

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1 plus interest and penalties thereon, attorneys' fees, and costs.

2 **EIGHTH CAUSE OF ACTION**

3 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET. SEQ.***

4 **(Against all Defendants)**

5 60. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
6 forth herein.

7 61. California Business and Professions Code §§17200 *et seq.* (also referred to herein
8 as the "Unfair Business Practices Act," "Unfair Competition Law," or "UCL"), prohibits unfair
9 competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

10 62. California Business and Professions Code §17204 allows a person injured by the
11 unfair business acts or practices to prosecute a civil action for violation of the UCL.

12 63. Defendants committed acts of unfair competition as defined by the Unfair
13 Business Practices Act, by engaging in the unlawful, unfair and fraudulent business acts and
14 practices described in this complaint, including, but not limited to:

- 15 a. Failure to Pay Minimum Wages;
16 b. Failure to Pay Wages and Overtime Under Labor Code § 510;
17 c. Meal-Period Liability Under Labor Code § 226.7;
18 d. Rest-Break Liability Under Labor Code § 226.7;
19 e. Violation of Labor Code § 226(a);
20 f. Violation of Labor Code § 203; and
21 g. Failure to Reimburse Necessary Business Expenditures in Violation of Labor Code
22 § 2802.

23 64. The violations of these laws and regulations, as well as of the fundamental
24 California public policies underlying them, serve as unlawful predicate acts and practices for the
25 purposes of Business and Professions Code §§17200 *et seq.*

26 65. The acts and practices alleged above have unlawfully deprived Plaintiff of the
27 rights due to her under the law while enabling Defendants to gain an unfair competitive advantage
28 over law-abiding employers and competitors.

1 66. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
2 has suffered a loss of money and property in the form of wages and benefits that she would have
3 continued to receive as an employee of Defendants.

4 67. Plaintiff seeks an order of this Court awarding restitution, injunctive relief, and all
5 other legal and equitable relief allowed under Business & Professions Code §17200 *et seq.*, plus
6 interest, attorneys' fees and costs pursuant to, *inter alia*, Code of Civil Procedure §1021.5.

7 **NINTH CAUSE OF ACTION**

8 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

9 **(Against All Defendants)**

10 68. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
11 full herein.

12 69. Plaintiff is also an aggrieved employee as defined under Labor Code § 2699(c) in
13 that he suffered the violations alleged in this Complaint and was employed by Defendants during
14 the relevant time period.

15 70. In failing to pay Plaintiff minimum wages and overtime, not providing proper meal
16 and rest periods, failing to provide accurate itemized wage statements, and failing to pay Plaintiff
17 wages upon termination, all discussed above, Defendants failed to timely pay Plaintiff wages on a
18 semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain
19 records showing accurate hours worked daily and the wages paid to Plaintiff, as required by
20 Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

21 71. As such, Plaintiff seeks wages and penalties under Labor Code §§ 2698 and 2699
22 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
23 including the penalty provisions, without limitation, based, *inter alia*, on the following California
24 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
25 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*

26 72. More specifically, after complying with the notice procedures of Labor Code §
27 2699.3, Plaintiff asserts, as an individual PAGA action on behalf of himself and the California
28 Attorney General, a PAGA claim for violations of the above addressed underlying claims and

1 seeking penalties as specified by the applicable corresponding provisions, including as follows:

2 (a) Wage Claims: For failure to provide Plaintiff all earned regular pay and minimum
3 wages for regular hours worked and for failure to pay overtime premium wages for overtime
4 hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and paragraphs 2(K),
5 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory
6 penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1,
7 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §
8 2699(g)(1);

9 (b) Meal and Rest Period Claims: For failure to provide Plaintiff off-duty, timely, and
10 unpaid meal periods and failure to authorize and permit him to take off-duty, timely, and paid rest
11 periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7,
12 and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and
13 statutory penalties available and applicable, including under paragraph 20 of the applicable IWC
14 Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3),
15 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

16 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
17 provide Plaintiff with accurate, itemized wage statements and failure to maintain employment
18 records for Plaintiff under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and
19 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages
20 available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2),
21 and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs
22 pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements
23 and failing to maintain records as required under Labor Code § 226(a), Defendants committed
24 ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to
25 other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred
26 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
27 (\$1,000) per employee for each violation in a subsequent citation, ...";

28 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including

1 at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203,
2 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
3 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
4 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
5 § 2699(g)(1);

6 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
7 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
8 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
9 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil
10 penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5,
11 and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and
12 costs pursuant to Labor Code § 2699(g)(1);

13 (g) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
14 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
15 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
16 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
17 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
18 2699(g)(1).

19 73. As also addressed above, Plaintiff also seeks the penalties and remedies set forth in
20 Labor Code § 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who violates, or
22 causes to be violated, a section of this chapter or any provision regulating hours and days of work
23 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
24 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
25 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
employee for each pay period for which the employee was underpaid in addition to an amount
sufficient to recover underpaid wages...

26 (b) If upon inspection or investigation the Labor Commissioner determines that a
27 person had paid or caused to be paid a wage for overtime work in violation of any provision of
28 this chapter, or any provision regulating hours and days of work in any order of the Industrial
Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
contesting, and enforcing judgments for citations or civil penalties issued by the Labor

Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

74. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on May 25, 2023 (LWDA Case No. LWDA-CM-957533-23) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For compensatory damages in the amount of the unpaid minimum wages for work performed by Plaintiff and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
2. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, as may be proven
3. For compensatory damages in the amount of all unpaid wages, including overtime, from at least four (4) years prior to the filing of this action, as may be proven;
4. For compensatory damages in the amount of the hourly wage made by Plaintiff for each missed or deficient meal period where no premium pay was paid, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Plaintiff for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) as may be proven;
7. For penalties pursuant to Labor Code § 203 to Plaintiff in an amount equal to his daily wage times thirty (30) days, as may be proven;
8. For damages and restitution for failure to reimburse all reasonable and necessary

1 business expenses incurred by Plaintiff as required by Labor Code § 2802, as may be proven;

2 9. For restitution and/or damages and penalties for Defendants' failure to pay all
3 wages due twice monthly under Labor Code § 204, as may be proven;

4 10. For restitution for unfair competition pursuant to Business & Professions Code
5 § 17200, including disgorgement of profits resulting from Defendant' unlawful business acts and
6 practices, according to proof;

7 11. For an order enjoining Defendants and their agents, servants, and employees, and
8 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
9 duties adumbrated in this complaint;

10 12. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

11 13. For penalties under Labor Code § 558, as may be proven;

12 14. For pre-judgment and post-judgment interest, according to proof;

13 15. For attorneys' fees, according to proof;

14 16. For costs of suit incurred herein;

15 17. For such other relief the Court may deem just and proper.

16
17 DATED: October 19, 2023

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

18
19 By



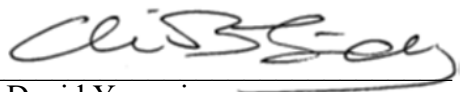
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff ARA SERJ
TAKAVORIAN

DEMAND FOR JURY TRIAL

Plaintiff hereby requests trial by jury on all claims and issues that are so triable.

DATED: October 19, 2023

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff ARA SERJ
TAKAVORIAN

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

On October 19, 2023, I served the foregoing: **FIRST AMENDED COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Gregory W. Knopp

gknopp@proskauer.com

Jonathan P. Slowik

jslowik@proskauer.com

Jennifer J. Mcdermott

jmcdermott@proskauer.com

PROSKAUER ROSE LLP

2029 Century Park East, Suite 2400

Los Angeles, CA 90067

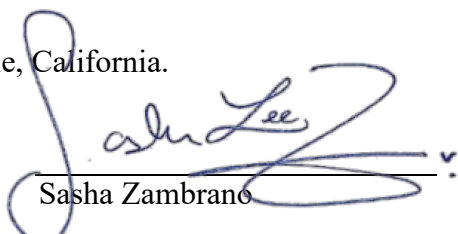
☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 19, 2023, at Glendale, California.


Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Van Nuys Courthouse East Mailing Address: 6230 Sylmar Avenue City, State and Zip Code: Van Nuys CA 91401	
SHORT TITLE: ARA SERJ TAKAVORIAN, AN INDIVIDUAL vs STARBUCKS CORPORATION, D.B.A. STARBUCKS COFFEE COMPANY, A WASHINGTON CORPORATION	CASE NUMBER: 23VECV02533
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 8497684_2023_10_19_10_17_15_606_0
 Submission Number: 23LA01628282
 Court Received Date: 10/19/2023
 Court Received Time: 10:20 am
 Case Number: 23VECV02533
 Case Title: ARA SERJ TAKAVORIAN, AN INDIVIDUAL vs STARBUCKS CORPORATION, D.B.A. STARBUCKS COFFEE COMPANY, A WASHINGTON CORPORATION
 Location: Van Nuys Courthouse East
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$25,000
 Notice Generated Date: 10/20/2023
 Notice Generated Time: 4:23 pm

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Amended Complaint	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859