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SHASTA COUNTY SUPERIOR COURT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

MARCUS TAYLOR, as a proxy for the State
of California on behalf of all aggrieved
employees,

Plaintiff,

v.

TA OPERATING, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **200012**

**REPRESENTATIVE ACTION COMPLAINT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND EXCEEDS \$25,000.00

ADDITIONAL COUNSEL

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Attorneys for Plaintiff and the Aggrieved Employees

1 Plaintiff MARCUS TAYLOR (“Plaintiff”) hereby submits this Representative Action
2 Complaint against Defendant TA OPERATING, LLC, a Delaware limited liability company
3 (“Defendant” or “Company”), and Does 1-50, (hereinafter collectively referred to as
4 “Defendants”), as a proxy for the State of California on behalf of all aggrieved employees of
5 Defendant, for penalties for violations of the California Labor Code as follows:

6 **INTRODUCTION**

7 1. This action is within the Court’s jurisdiction under the Private Attorneys General
8 Act (the “PAGA”) California Labor Code § 2698, *et seq.*

9 2. This action is within the Court’s jurisdiction under the Private Attorneys General
10 Act (the “PAGA”) California Labor Code § 2698, *et seq.*

11 3. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against Defendant’s employees.

13 **JURISDICTION AND VENUE**

14 4. The Court has jurisdiction over the violations of the PAGA. As alleged below,
15 Plaintiff has exhausted his administrative remedies under the PAGA.

16 5. Venue is proper in this Court because Plaintiff worked for Defendant in Redding,
17 California, which is located in this County.

18 **PARTIES**

19 6. On or about August 16, 2021, Plaintiff began employment with the Defendant as a
20 nonexempt assistant general manager. In or around January 2022, Plaintiff’s employment with the
21 Defendant ended. Throughout Plaintiff’s employment, he has been an hourly, non-exempt
22 employee.

23 7. Plaintiff is informed and believes and based thereon alleges that Defendant was
24 and is a corporation that operates gas stations in the State of California, including in Shasta
25 County.

26 8. Plaintiff is informed and believes and based thereon alleges that at all times herein
27 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
28 partnerships, licensed to do business and actually doing business in the State of California.

9. As such and based upon all the facts and circumstances incident to Defendants’

1 business in California, Defendants are subject to Labor Code §§ 201-204, 212, 213, 226, 226.7,
2 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.* and the applicable IWC Wage Orders.

3 10. Plaintiff does not know the true names or capacities, whether individual, partner or
4 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
5 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
6 complaint when the true names and capacities are known. Plaintiff is informed and believes and
7 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
8 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
9 the illegal employment practices and wrongs complained of herein.

10 11. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 12. Plaintiff is informed and believes and based thereon alleges that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting
18 within the course and scope of such agency, employment, joint venture, or concerted activity. To
19 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
20 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
21 Defendants.

22 13. At all times herein mentioned, Defendants, and each of them, were members of,
23 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 14. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the violations as herein alleged. At all times herein
28 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the

1 acts and omissions of each and all of the other Defendants in proximately causing the violations
2 as herein alleged.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

5 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

6 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
7 though fully set forth herein.

8 16. Plaintiff brings this cause of action as a proxy for the State of California and in this
9 capacity, seeks penalties on behalf of all Aggrieved Employees from April 13, 2021, through the
10 present, for Defendant's violations of Labor Code §§ 201-204, 212, 213, 226, 226.7, 246, 510,
11 512, 558, 1194, 1197, 1197.1, and 2698, et seq. and the applicable IWC Wage Orders.

12 17. Plaintiff alleges that Defendant violated §§ 201-204, 510, 558, 1194, 1197, 1197.1
13 by not paying proper overtime wages to Plaintiff and other similarly situated aggrieved
14 employees. Specifically, throughout their employment with the Defendant, Plaintiff and
15 aggrieved employees earned non-discretionary remuneration, including, but not limited to shift
16 differentials, premiums and incentives. As these items are non-discretionary forms of
17 remuneration, they should have been included in the regular rate of pay for purposes of paying
18 Plaintiff and aggrieved employees their overtime wages. However, whenever the Defendant paid
19 Plaintiff and the aggrieved employees their overtime wages during periods in which they earned
20 such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular
21 rate of pay but rather were paid at 1.5 times their base rate of pay. Further as a result of such
22 violations, the Defendant violated Labor Code §§ 201-203 by not paying Plaintiff and aggrieved
23 employees all of their wages upon separation of employment due to the underpaid wages and
24 Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage
25 statements were inaccurate due to the wage violations set forth above.

26 18. Plaintiff further alleges that Defendant violated Labor Code §§ 226.7 and 512 by
27 failing to pay Plaintiff and other similarly situated aggrieved employees their meal and rest period
28 premium pay at their regular rates of pay as required by these provisions. Labor Code §226.7(c)

1 states that “the employer shall pay the employee one additional hour of pay at the employee
2 regular rate of compensation for each workday that the meal or rest or recovery period is not
3 provided.” Through their employment, Plaintiff and other non-exempt employees earned non-
4 discretionary remuneration, including, but not limited to shift differentials, premiums and
5 incentives. As these items are non-discretionary forms of remuneration, they should have been
6 included in the regular rate of pay for purposes of paying them their meal and rest period
7 premium pay. However, whenever the Defendant paid Plaintiff and other aggrieved employees
8 their meal and rest period premium pay during periods in which they earned this non-
9 discretionary remuneration, the meal and rest period premium was always paid at their base rate
10 of pay. Further as a result of such violations, the Defendant violated Labor Code §§ 201-203 by
11 not paying employees all of their wages upon separation of employment due to the underpaid
12 meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the
13 accurate rate of pay, and gross and net wages earned.

14 19. Plaintiff further alleges that Defendant violated Labor Code §§ 201-204 and 246
15 by failing to pay Plaintiff and all similarly situated aggrieved employees sick pay at the regular
16 rate of pay as the Defendant failed to include non-discretionary remuneration, including, but not
17 limited to shift differentials, premiums and incentives, into the regular rate of pay for sick pay
18 wages. Further, as a result of such violations, Defendant violated Labor Code § 226 as the wage
19 statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

20 20. Plaintiff further alleges that Defendant violated Labor Code §§ 201-203, 212 and
21 213 by issuing paycards as payment of wages to Plaintiff and other similarly situated aggrieved
22 employees without their authorization or consent and which were not negotiable and payable in
23 cash, on demand, and without discount at established businesses in the State of California.
24 Defendant issued to Plaintiff and other employees payment of final wages in the form of a
25 paycard as the only method of wage payment, and without obtaining their authorization or
26 consent, and which required employees to incur fees to use, was not fully cashable, and not usable
27 at all financial institutions. As a result of such violations, Defendant failed to pay all wages upon
28 the separation of employment to Plaintiff and similarly situated aggrieved employees as a result

1 of the fees incurred with the use of the paycards.

2 21. On or about April 13, 2022, Plaintiff sent written notice to the California Labor &
3 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
4 204, 212, 213, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.* As of the
5 date of the filing of this Complaint, the LWDA has not provided written notice regarding whether
6 it intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

7 22. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
8 applicable civil penalties for Defendants' violation of Labor Code §§ 201-204, 212, 213, 226,
9 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.* for the time period described
10 above, on behalf of himself and other Aggrieved Employees.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
13 this suit is brought against Defendants, jointly and severally, as follows:

14 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
15 the PAGA, Labor Code §226.3, and for costs and attorneys' fees;

16 2. On all causes of action for attorneys' fees and costs as provided by Labor Code
17 §2699.3 and California Code of Civil Procedure section 1021.5.

18 3. For such other and further relief as the Court may deem just and proper.

19 DATED: June 21, 2022

LAW OFFICES OF CHOI & ASSOCIATES, APLC

21 By: 

22 Edward W. Choi

23 Attorneys for Plaintiff and the Aggrieved Employees