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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JOLENE SABROWSKY PETERS, on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

TA OPERATING, LLC DBA
TRAVELCENTERS OF AMERICA, INC., a
Delaware Limited Liability Company;
TRAVELCENTERS OF AMERICA, LLC, an
unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff Jolene Sabrowsky Peters (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants TA OPERATING, LLC DBA
6 TRAVELCENTERS OF AMERICA, INC., TRAVELCENTERS OF AMERICA, LLC, and DOES
7 1 through 10 (Defendants TA OPERATING, LLC DBA TRAVELCENTERS OF AMERICA,
8 INC., TRAVELCENTERS OF AMERICA, LLC, and DOES 1 through 10 are collectively referred
9 to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
10 Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
11 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
12 authorize and permit rest periods, failure to pay all earned wages twice per month, failure to
13 maintain accurate records of hours worked and meal periods, failure to timely pay final wages, and
14 failure to furnish accurate wage statements.

15 2. For over 50 years, California’s courts and legislature have recognized that this
16 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
17 Wages are not ordinary debts. Because of the economic position of the average worker and his or
18 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
19 employees are promptly paid the minimum/overtime wages that the Legislature has required for
20 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
21 criminalized certain types of violations. In extending extra protection to deter violations of these
22 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution, or
23 other damages other than civil penalties—California has enacted PAGA to permit an individual to
24 bring an action for PAGA penalties only, which is the precise and sole nature of this action.

25 3. All California employees during the relevant period who are or were harmed by
26 Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees worked for
27 Defendants as hourly-paid or non-exempt employees within the applicable period.

28 ///

4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for themselves and all Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Bernardino County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

8. Plaintiff Jolene Sabrowsky Peters is a resident of San Bernardino County, California who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2018 to approximately September 2021.

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1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that Defendants TA OPERATING, LLC DBA TRAVELCENTERS OF AMERICA, INC.,
4 TRAVELCENTERS OF AMERICA, LLC are, and at all times herein mentioned, were:

5 (a) Business entities qualified to do business and actually conducting business
6 in numerous counties throughout the State of California, including San
7 Bernardino County; and,

8 (b) The former employer of Plaintiff, and the current and/or former employer of
9 the Aggrieved Employees because Defendants TA OPERATING, LLC DBA
10 TRAVELCENTERS OF AMERICA, INC., TRAVELCENTERS OF
11 AMERICA, LLC suffered and permitted Plaintiff and the Aggrieved
12 Employees to work, and/or controlled his wages, hours, or working
13 conditions.

14 10. Plaintiff does not know the true names or capacities of the persons or entities sued
15 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
16 of the Doe Defendants were in some manner legally responsible for the damages suffered by
17 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
18 forth the true names and capacities of these Defendants when they have been ascertained, together
19 with appropriate charging allegations, as may be necessary.

20 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
21 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
22 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
23 California.

24 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
25 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
26 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
27 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
28 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,

1 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
2 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
3 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
4 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
5 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
6 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
7 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

8 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 13. Plaintiff Jolene Sabrowsky Peters worked for Defendants TA OPERATING, LLC
10 DBA TRAVELCENTERS OF AMERICA, INC., and TRAVELCENTERS OF AMERICA, LLC
11 in San Bernardino County, California as an hourly-paid, non-exempt employee from
12 approximately March 2018 to approximately September 2021. At all times, Defendants paid
13 Plaintiff an hourly wage and classified him as non-exempt from overtime.

14 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
15 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
16 typical and illustrative.

17 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
18 **Overtime Wages**

19 15. Under California law, an employer must pay for all hours worked by an employee.
20 "Hours worked" is the time during which an employee is subject to the control of an employer and
21 includes all the time the employee is suffered or permitted to work, whether or not required to do
22 so.

23 16. Labor Code § 510 provides that employees in California shall not be employed more
24 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
25 compensation beyond their regular wages in amounts specified by law.

26 17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
27 be employed more than eight hours in any workday unless they receive additional compensation
28 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states

1 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

2 18. Throughout the statutory period, Defendants maintained a policy and practice of not
3 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
4 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
5 “off-the-clock,” uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
6 to perform work after during uncompensated meal periods and/or requiring Plaintiff and the
7 Aggrieved Employees to perform work after clocking out for the workday. Some of this unpaid
8 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
9 also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees
10 worked.

11 **B. Failure to Provide Meal Periods**

12 19. Under California law, employers have an affirmative obligation to relieve
13 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
14 end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute
15 meal period no later than the end of the tenth hour of work in a workday. Further, employees are
16 entitled to be paid one hour of additional wages for each workday they were not provided with a
17 required meal period(s).

18 20. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
19 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free
20 meal period in a manner required by law. Defendants also continued to assert control over Plaintiff
21 and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them
22 to perform work tasks which could not be completed without working in lieu of taking mandatory
23 meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal
24 period under the conditions required by law, and without properly compensating Plaintiff and the
25 Aggrieved Employees for meal periods that were not provided as required by law. Defendants
26 also never informed Plaintiff of their right to, nor permitted them to take, a second meal period
27 when Plaintiff worked at least ten hours of work in a workday and otherwise unlawfully pressured
28

1 them to waive such breaks. Accordingly, Defendants' policy and practice was not to provide meal
2 periods to Plaintiff and the Aggrieved Employees in compliance with California law.

3 21. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
4 additional wages for each workday he or she was not provided with all required meal period(s).
5 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
6 wages to which they were entitled for meal periods that were not provided.

7 **C. Failure to Authorize and Permit Rest Periods**

8 22. Employers are required by California law to authorize and permit breaks of ten
9 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
10 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
11 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
12 a violation of California's rest break laws.

13 23. Throughout the statutory period, Defendants have wrongfully failed to authorize
14 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods in a
15 manner required by law. Defendants also regularly required Plaintiff and the Aggrieved
16 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
17 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of
18 work (or major fraction of four hours), and without properly compensating Plaintiff and the
19 Aggrieved Employees for rest periods that were not authorized or permitted. Instead, among other
20 things, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by
21 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
22 without working in lieu of taking mandatory rest periods, and by denying Plaintiff and the
23 Aggrieved Employees permission to take a rest period under the conditions required by law.
24 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the
25 Aggrieved Employees to take rest periods in compliance with California law.

26 24. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
27 additional wages for each workday he or she was not authorized and permitted to take all required
28 rest periods. Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees

the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Pay All Earned Wages Twice Per Month

25. Based on their failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

26. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods

27. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

28. Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

29. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the

Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

F. Failure to Timely Pay All Wages at Termination

30. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

31. Within the applicable period, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

32. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for

1 more than thirty (30) days.

2 33. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
3 Defendants their additionally accruing wages for each day they were not paid, at their regular
4 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

5 **G. Failure to Furnish Accurate Itemized Wage Statements**

6 34. Labor Code § 226(a) provides that every employer shall furnish each of his or her
7 employees an accurate itemized wage statement in writing showing nine pieces of information,
8 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
9 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
10 deductions, provided that all deductions made on written orders of the employee may be aggregated
11 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
12 employee is paid, (7) the name of the employee and the last four digits of his or her social security
13 number or an employee identification number other than a social security number, (8) the name
14 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly rate by the
16 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
17 Code § 226(e)(2)(B)(iii).)

18 35. The statute further provides: “An employee suffering injury as a result of a knowing
19 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
20 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
22 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
23 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

24 36. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
25 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
26 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
27 that were not provided in accordance with California law, and correct wages for rest periods that
28 were not authorized and permitted to take in accordance with California law). Because Defendants

1 violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and
2 damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved
3 Employees are entitled to recover damages from Defendants including the greater of their actual
4 damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
5 penalty not exceeding four thousand dollars (\$4,000) dollars per employee, or as otherwise
6 permitted by PAGA based upon all bases of liability.

7 **FIRST CAUSE OF ACTION**

8 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
9 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

10 37. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
11 fully set forth herein.

12 38. At all times herein mentioned, Defendants were subject to the Labor Code of the
13 State of California and the applicable IWC Orders.

14 39. California Labor Code § 2699(a) specifically provides for a private right of action
15 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
16 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
17 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
18 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
19 civil action brought by an aggrieved employee on behalf of herself or himself and other current or
20 former employees pursuant to the procedures specified in Section 2699.3."

21 40. On August 5, 2022, Plaintiff Jolene Sabrowsky Peters gave written notice by online
22 filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to
23 Defendants of the specific provisions of the Labor Code that Defendants have violated against
24 Plaintiff and current and former Aggrieved Employees, including the facts and theories to support
25 the violations. Plaintiff also paid the filing fee on August 5, 2022. Plaintiff's PAGA case number
26 is LWDA-CM-899932-22 (*Jolene Sabrowsky Peters v. TA Operating LLC dba TravelCenters of*
27 *America, Inc.*).
28

1 41. The statute is tolled while a plaintiff exhausts his or her administrative remedies
2 with California's LWDA prior to suit, which is required by the statute. (*See* Labor Code §
3 2699.3(d).)

4 42. The statute is tolled while a plaintiff exhausts his or her administrative remedies
5 with California's LWDA prior to suit, which is required by the statute. (*See* Labor Code §
6 2699.3(d).)

7 43. Sixty-five (65) days have elapsed since Plaintiff provided notice, but the LWDA
8 has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the
9 notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code
10 § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
11 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
12 226.3, 1174.5, 1197.1, and 2699(f)(2).

13 44. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
14 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
15 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
16 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

17 45. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
18 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
19 entitled to an award of reasonable attorney's fees and costs."

20 **PRAYER FOR RELIEF**

21 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
22 against Defendants, jointly and severally, as follows:

23 1. That the Court declare, adjudge and decree that Defendants violated the California
24 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
25 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
26 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
27 failing to timely pay final wages, failing to furnish accurate wage statements, and failing to
28 indemnify for necessary expenditures;

2. An award of civil penalties on behalf of themselves and all similarly aggrieved employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: October 10, 2022

WILSHIRE LAW FIRM

By: 

John G. Yslas
Aram Boyadjian
Attorneys for Plaintiff