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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10
11 INGRID BOLANOS, on behalf of all others
12 similarly aggrieved,

13 Plaintiff,

14 vs. LYNEER STAFFING SOLUTIONS,
15 LLC, a Delaware limited liability company,
16 and DOES 1 through 50, inclusive,

17 Defendants.

CASE NO. **23STCV21860**

REPRESENTATIVE COMPLAINT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, LABOR CODE SECTIONS 2698, *et seq.*

JURY TRIAL DEMANDED

GENERAL ALLEGATIONS

1. Plaintiff INGRID BOLANOS is an individual residing in the State of California.

2. Defendant LYNEER STAFFING SOLUTIONS, LLC, is a Delaware limited liability company and, upon information and belief, is duly licensed to conduct business in California.

3. Plaintiff is unaware of the names and capacities of those defendants sued as DOES 1 through 20 but will amend this complaint when that information becomes known. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each of the defendants, including the DOE defendants, was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein, was acting in the course and scope of, and in furtherance of, such relationship. Unless otherwise specified, Plaintiff will refer to all defendants as “Defendant,” and each allegation pertains to each defendant.

4. This court possesses original subject matter jurisdiction over this matter. Venue is proper in this judicial district because Defendant transacts business in this district, and some of the complained of conduct occurred in this judicial district.

5. Defendant employed Plaintiff in California as a non-exempt employee from approximately July 2021 to February 2022. Plaintiff brings her complaint under the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, (“PAGA”), as a representative action on behalf of the State of California regarding violations of the Labor Code as to all similarly aggrieved individuals employed by Defendant as non-exempt employees and who worked at least one shift at Santa Fe Warehouse, and only with respect to work performed for Santa Fe Warehouse and no other client employer, from the date one year prior to submission of Plaintiff’s PAGA notice letter to May 31, 2023. This action is brought solely under PAGA and seeks no relief beyond that available under PAGA.

6. During the period beginning one-year period preceding the filing of the required PAGA notice with the Labor Workforce & Development Agency, and continuing through May 31, 2023, as alleged herein, Defendant violated Labor Code sections 201-203, 204, 210, 221-223,

226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1199, and all applicable Wage Orders, as to Plaintiff and all other similarly aggrieved employees employed by Defendant for work performed at Santa Fe Warehouse. These violations subject Defendant to civil penalties as set forth in the foregoing statutes as well as other provisions of the Labor Code, including without limitation Labor Code sections 203, 210, 225.5, 226.3, 256, 1174.5, 1194.2, 1197.1, and 2699, and section 20 of all applicable IWC Wage Orders.

FIRST CAUSE OF ACTION

(Violation of Private Attorneys General Act – Labor Code §§ 2698, et seq.)

7. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

8. California law mandates that employees in California be paid for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. Defendant violated California minimum wage laws by requiring, suffering or permitting Plaintiff and other aggrieved employees to work without compensation in part by using a rounding system that, as applied, systematically deprived them of compensable hours worked because the time recording system implemented by Defendant resulted in understating actual compensable hours worked due to the rounding. Accordingly, Plaintiff and similarly aggrieved employees were not paid for all hours worked causing minimum wage violations pursuant to Labor Code sections 1194-1199, and all applicable Wage Orders, including Wage Order 9-2001. These violations subject Defendant to civil penalties under the foregoing Labor Code sections and other applicable Labor Code sections, including without limitation Labor Code sections 1197.1 and 2699, and Section 20 of the applicable Wage Orders. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

9. Plaintiff and other aggrieved employees regularly worked periods of more than five hours in a workday without being provided mandatory thirty-minute, duty-free meal periods before the end of the fifth hour of work, and further worked periods of more than 10 hours per shift without being provided a second meal period. Upon information and belief, Defendant failed to maintain a company meal period policy compliant with California law. Plaintiff and similarly

1 aggrieved employees were consistently unable to take timely, thirty-minute uninterrupted meal
2 periods, and particularly second meal periods, due to Defendant's rounding and "auto deduct"
3 policies. Defendant also failed to pay Plaintiff and other aggrieved employees an additional hour
4 of wages at their regular rates of compensation for each workday a required meal period was not
5 provided, or was late, short or interrupted. This conduct results in violations of Labor Code
6 sections 512, 226.7, and IWC Wage Order 9-2001 (and all applicable Wage Orders), § 10(A),
7 (B), and (D). These violations subject Defendant to civil penalties under Labor Code section
8 2699, and Wage Order 9-2001 (and all applicable Wage Orders), section 19. Each violation of
9 each Labor Code section and Wage Order provision results in a separate civil penalty, for each
10 aggrieved employee, for each pay period during which the referenced statutes and Wage Order
11 provisions were violated.

12 10. California law requires employers to provide employees a paid, duty-free ten (10)
13 minute rest period for each four (4) hours worked, or major fraction thereof. IWC Wage Order 9-
14 2001, § 11(A). Employers must pay employees an additional hour of wages at the employee's regular
15 rate of pay for each missed or improper (e.g., less than 10 minutes, interrupted rest period, rest
16 period(s) at improper time(s) during shift(s)) rest period. Lab. Code §226.7; IWC Wage Order 9-2001,
17 § 11(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable
18 provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's
19 regular rate of compensation for each work day that the rest period is not provided").

20 11. Defendant did not maintain a company rest period policy and/or practice compliant
21 with California law, and Defendant frequently did not provide Plaintiff and other aggrieved
22 employees with appropriate rest periods, particularly as to third rest periods on shifts exceeding 10
23 hours. Per Defendant's policy and/or practice, Plaintiff and other aggrieved employees were not
24 adequately informed and instructed about, and thereby were not afforded an adequate opportunity to
25 take, proper rest breaks per California law. Further, Defendant failed to pay Plaintiff and other
26 aggrieved employees with an additional hour of pay at Plaintiff's and other aggrieved employees'
27 regular rates of pay for each missed or improper rest period. Because Defendant failed to fully and
28 accurately calculate and record time, it also failed to provide Plaintiff and other aggrieved employees

1 with all rest breaks required under California law. Defendant failed to pay them premiums for such
2 missed rest breaks in violation of California law.

3 12. California law provides that, at the time of each payment of wages, the Defendant
4 must provide each employee with an itemized statement showing, inter alia, gross wages earned,
5 total hours worked, all deductions taken, net wages earned, the inclusive dates for which the
6 employee is being paid, the employee's name and last four digits of their social security number,
7 the name and address of the legal entity that it is the Defendant, and all applicable hourly rates in
8 effect during the pay period and all hours worked at each rate. Defendant knowingly and
9 intentionally failed to provide Plaintiff and other similarly situated and aggrieved employees with
10 proper, itemized wage statements as the wage statements provided by Defendant do not
11 accurately reflect, inter alia, gross wages earned, total hours worked, and net wages earned. Given
12 that Defendant rounded employee time punches to the employees' detriment and underpaid them
13 accordingly, the wage statements are inaccurate on their face and do not accurately state the
14 actual, precise number of hours worked. Within the meaning of Labor Code section 226,
15 Defendant knowingly and intentionally failed to provide Plaintiff and the class members with
16 proper, itemized wage statements Accordingly, Defendant violated Labor Code section 226 as to
17 Plaintiff and all similarly aggrieved employees. These violations subject Defendant to civil
18 penalties under the Labor Code, including without limitation Labor Code sections 226.3 and
19 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved
20 employee, results in a separate civil penalty.

21 13. California law requires employers to keep "accurate and complete" payroll records
22 showing, among other things, the hours worked daily by all non-exempt employees. The
23 applicable IWC Wage Order similarly requires employers to keep time records showing, inter
24 alia, when the employees begins and end each work period and reflecting the times during which
25 all owed meal periods are provided each day. At all relevant times, Defendant failed, and
26 continues to fail, to keep the required time records by, including but not limited to, by failing to
27 accurately record hours worked due its time rounding and auto-deduct policies. Defendant's
28 failure to keep "accurate and complete" payroll records for Plaintiff and other similarly aggrieved

1 employees violates Labor Code sections 1174, 1198-99, and Wage Order 9-2001 (and all
2 applicable Wage Orders), section 6. These violations subject Defendant to civil penalties under
3 the Labor Code, including without limitation sections 1174.5 and 2699. Each violation of each
4 Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate
5 civil penalty.

6 14. Labor Code sections 1198 and 1199 make it unlawful to employ any individual
7 under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to
8 comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174,
9 1197, and 1198, or other order or ruling of the IWC. Defendant's violations with respect to
10 minimum wages and/or overtime wages, as alleged herein, result in separate violations of Labor
11 Code sections 1198 and 1199, and subject Defendant to civil penalties under the Labor Code,
12 including without limitation Labor Code sections 1197.1 and 2699. Each violation of each Labor
13 Code section and Wage Order provision, for each aggrieved employee, results in a separate civil
14 penalty.

15 15. California Labor Code section 204 requires an employer to pay employees all
16 wages due and payable at least twice each calendar month. For reasons discussed herein,
17 Defendant failed to comply with Labor Code section 204 by failing to timely pay twice during
18 each calendar month all wages due and payable to Plaintiff and other similarly aggrieved
19 employees. Defendant's violations of Labor Code section 204 subject Defendant to civil
20 penalties, including but not limited to the penalties set forth in California Labor Code sections
21 210 and 2699. Each violation results in a separate civil penalty, for each aggrieved employee for
22 each pay period during which the statutory provisions were violated.

23 16. Labor Code section 201 requires employers to pay all wages earned and unpaid at
24 the time of discharge, immediately upon discharge. Labor Code section 202 states similar
25 provisions with respect to employees who resign. Upon information and belief, Defendant has a
26 policy and practice of failing to timely pay wages upon discharge, and for Plaintiff and all
27 aggrieved employees no longer employed by Defendant, Defendant still has not paid such
28 aggrieved employees all wages earned and unpaid at the time of discharge, in that Defendant has

1 not paid for all minimum wages and premium wages for the reasons alleged above. These
2 violations subject Defendant to civil penalties under the Labor Code, including without limitation
3 Labor Code sections 203, 256 and 2699. Each violation results in a separate civil penalty, for
4 each aggrieved employee for each pay period during which the statutory provisions were violated.

5 17. Plaintiff complied with the procedures for bringing suit specified in Labor Code
6 Sections 2699.3 and 2699.5. By letter dated and postmarked April 5, 2022, Plaintiff gave
7 written notice to the California Labor & Workforce Development Agency (“LWDA”) via
8 electronic submission at PAGAfilings@dir.ca.gov, and via certified mail to Defendant, of the
9 specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts
10 and theories to support the alleged violations.

11 18. Under Labor Code Section 2699.3, the LWDA must give written notice by
12 certified mail to the parties it intends to investigate the alleged violations within 65 days of the
13 date of the Plaintiff's written notice. As of the filing of this Complaint, the LWDA has not
14 provided the parties any notice of its intention to investigate Plaintiff's claims on behalf of
15 herself and other aggrieved employees. As of the filing of this complaint, Defendant has not
16 responded to Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has
17 exhausted all administrative remedies required by law.

18 19. Under Labor Code Section 2699(g), Plaintiff is entitled to an award of
19 reasonable attorney's fees and costs in connection with her claims for civil penalties.

20 PRAYER

21 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,
22 as follows:

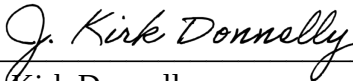
- 23 1. For civil penalties according to proof;
24 2. For reasonable attorney's fees and costs of suit; and
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3. For such other and further relief as the Court deems just and proper.

Dated: September 11, 2023

LAW OFFICES OF J. KIRK DONNELLY, APC



J. Kirk Donnelly
Attorneys for Plaintiff Ingrid Bolanos

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: September 11, 2023

LAW OFFICES OF J. KIRK DONNELLY, APC



J. Kirk Donnelly
Attorneys for Plaintiff Ingrid Bolanos