

COPY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 01 2023


BY: Michelle Gomez-Casillas, Deputy

Attorneys for Plaintiff Maria Reyes on behalf
of all aggrieved employees

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

MARIA REYES, on behalf of all aggrieved
employees,

Plaintiff,

vs.

LYNEER STAFFING SOLUTIONS, LLC, a
Delaware Limited Liability Corporation; and
DOES 1-40, inclusive,

Defendants.

Case No.

CIV SB 2317672

PAGA COMPLAINT FOR PENALTIES

1. VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT, LABOR
CODE §§ 2698 ET SEQ. ("PAGA").

DEMAND FOR TRIAL BY JURY

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1 Representative Plaintiff, Maria Reyes (herein referred to as “Plaintiff” or “Reyes”), has
2 brought this action against defendant Lyneer Staffing Solutions, LLC (hereinafter “Lyneer”), and
3 DOES 1-40 (hereafter collectively referred to as “Defendant”). Plaintiff is informed and believes,
4 and on that basis alleges as follows:

5 **PARTIES AND JURISDICTION**

6 1. Plaintiff Maria Reyes was at all times relevant to this action, an employee of
7 Defendant as a payroll processor in California and throughout Southern California.

8 2. Defendant Lyneer is a Delaware limited liability corporation registered, qualified,
9 and doing business in the State of California, with its principal place of business in Southern
10 California.

11 3. Jurisdiction and venue are also proper in this Court because many of the claims
12 alleged herein arose in San Bernardino County and Defendant does business throughout San
13 Bernardino County and the state of California, in each case, at the times relevant herein. Pursuant
14 to California Code of Civil Procedure section 395(a), venue is proper in this County because the
15 majority of the harm to the aggrieved employees occurred in this County.

16 4. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
17 DOES 1-40. Defendants DOES 1-40 are sued herein under fictitious names pursuant to California
18 Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges,
19 that each defendant sued under such fictitious names is in some manner responsible for the wrongs
20 and damages as alleged herein as a joint employer of the aggrieved employees. Plaintiff does not
21 at this time know the true names or capacities of said defendants but prays that the same may be
22 inserted herein when ascertained.

23 5. At all times relevant, each and every Defendant was an agent and/or employee of
24 each and every other defendant. In doing the things alleged in the causes of action stated herein,
25 each and every Defendant was acting within the course and scope of this agency or employment,
26 and was acting with the consent, permission, and authorization of each remaining Defendant. All
27 actions of each Defendant as alleged herein were ratified and approved by every other Defendant or
28 their officers or managing agents.

6. Plaintiff is informed and believes and thereon alleges that in performing the unlawful acts alleged herein, each Defendant was the agent, employee and representative of each of the remaining Defendants, and in doing the unlawful things alleged was acting within the course, purpose, scope and authority of such agency, employment or representation.

7. Each act was done with malice, oppression, and was despicable conduct entitling Plaintiff to punitive and exemplary damages.

STATEMENT OF FACTS

8. This is a PAGA action pursuant to California Code of Civil Procedure section 382, on behalf of all aggrieved employees who worked for Defendant in California as a misclassified employee and/or an hourly non-exempt employee for: (i) failure to pay all overtime wages in violation of Labor Code §§ 510, 1194, 1198, 558, 558.1, and the IWC Wage Orders; (ii) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (iii) failure to pay minimum wages for off the clock work in violation of Labor Code §§ 558, 558.1, 1194, 1197, 1198 and the IWC Wage Orders; (iv) failure to pay waiting time penalties in violation of Labor Code §§ 201-203; (v) failure to provide accurate wage statements and keep accurate business records in violation of Labor Code §§ 226 and 1174; (vi) failure to provide meal periods and rest breaks or compensation in lieu thereof in violation of Labor Code §§ 512 and 226.7; and (vii) unlawful business practices in violation of Bus. & Prof. Code section 17200 *et seq.*

9. For at least one year and 65 days prior to the filing of this action through the present Defendant has had a consistent policy and practice of failing to pay its employees minimum wages for all work performed. Among other unlawful practices, Defendant has a pattern and practice of misclassifying its employees and paying below minimum wage for all hours worked for hourly non-exempt employees. Furthermore, Defendant is fully aware of the hours its employees work as it requires all employees regardless of classification to clock in and out and enter a description of their work on their timecards. Defendant also has a pattern and practice of not paying for all work performed by its non-exempt employees, including but not limited to, deliberately withholding payment conditioned on various pieces of paperwork, the completion of which is also not compensated, and requiring employees to drive to Defendant's offices to retrieve their paychecks

1 without compensation.

2 10. For at least one year and 65 days prior to the filing of this action through the present
3 Defendant has had a consistent policy and practice of failing to pay its employees, overtime wages.
4 Defendant has a pattern and practice of not paying overtime for all hours worked in excess of
5 8 hours in a workday and does not pay double time for all hours worked in excess of 12 hours in a
6 workday. Defendant has a pattern and practice of not paying overtime for all hours worked on the
7 seventh day of each workweek.

8 11. For at least one year and 65 days prior to the filing of this action through the present
9 Defendant has had a consistent policy and practice of requiring its employees to accept and
10 respond to work related calls and texts on their personal cellular telephones. Plaintiff and the other
11 aggrieved employees have at all times relevant to this complaint been required to respond to work
12 related calls, texts, and emails on their personal cellular telephones at all times, even during hours
13 when they are not on the clock. Defendant also has a consistent policy and practice of not
14 reimbursing Plaintiff and the other aggrieved employees for home office equipment, for the full
15 expense associated with the use of their personal vehicles for work, and for the purchase of other
16 equipment and miscellaneous supplies necessary to their job duties but not provided by Defendant.

17 12. For at least one year and 65 days prior to the filing of this action through the present
18 Defendant has had a consistent policy and practice of not providing Plaintiff and the other
19 aggrieved employees with legally adequate meal periods and rest breaks. Defendant does not pay
20 premiums for non-compliant meal periods and rest breaks. If any premiums or bonuses were ever
21 paid, Defendant did not pay any premiums at the aggrieved employees' correct regular rate of
22 pay/compensation as it did not include all forms of compensation into the calculation. Plaintiff and
23 the other aggrieved employees were not provided with duty free meal periods and rest breaks as
24 they are always on call for Defendant and its supervisors. Defendant does not provide second meal
25 periods after more than 10 hours of work in a workday and does not provide a second or third paid
26 rest break for shifts over 6 hours as required by California law.

27 13. Defendant's failure to pay minimum wages, overtime, meal period premiums, rest
28 break premiums, and practice of intentionally withholding payment at termination has resulted in

1 the receipt of inaccurate wage statements which did not list the correct amount of hours worked,
2 wages earned, and/or the rates worked at for the pay period. This failure to pay for all work
3 performed has also resulted in a failure to pay all wages at termination.

4 14. Defendant is a nationwide staffing company that has numerous offices throughout
5 California. Defendant employs hundreds of employees, often jointly with other companies, in
6 California and generates millions of dollars in revenue each year. Defendant is both a statutory
7 and common law joint employer of the aggrieved employees Lyneer provides to other companies
8 (DOES 1-40), who are yet unknown defendants. Furthermore, Defendant Lyneer was a "Labor
9 contractor" within the meaning of Labor Code § 2810.3 as it is an entity that "supplies, either with
10 or without a contract, a client employer with workers to perform labor within the client employer's
11 usual course of business." Defendant Lyneer's clients are also "client employers" within in the
12 meaning of Labor Code § 2810.3 who share "all civil legal responsibility and civil liability" with
13 Defendant Lyneer.

14 15. Plaintiff has noticed both the California Labor and Workforce Development Agency
15 ("LWDA") and Defendant of these violations, along with the facts and theories in support, in the
16 PAGA notice letter attached hereto as **Exhibit A**, which is incorporated by reference.

17 **CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE SECTION 2698 ET. SEQ. PAGA**

20 **(Plaintiff against Defendant and Does 1 through 20, Inclusive)**

21 16. Plaintiff refers to and incorporates all of the paragraphs of this Complaint as though
22 fully set forth herein.

23 17. As set forth in detail in the paragraphs above and in Plaintiff's complaint to the
24 California Labor and Workforce Development Agency ("LWDA"), attached hereto as **Exhibit "A"**
25 and incorporated for all purposes to these allegations, for the one (1) year period preceding the
26 filing of the PAGA notice letter with the LWDA on April 4, 2023, Defendant had a uniform policy
27 and practice of not paying minimum wage or overtime to Plaintiff and the aggrieved employees,
28 failed to reimburse Plaintiff and the aggrieved employees for incurred and necessary business

1 expenses, failed to pay straight and minimum wages for hours worked by the aggrieved employees,
2 failed to provide the aggrieved employees with lawful itemized wage statements, failed to remit all
3 wages owed to Plaintiff and the aggrieved employees at the time of termination, and failed to
4 provide Plaintiff and the aggrieved employees with lawful, statutory, meal and rest periods all in
5 violation of the California Wage Orders, the Cal. Code of Regulations (CCR) §§11040, 11090,
6 and California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 515, 558, 1174, 1194,
7 1197, 1197.1, 1198, 1199, and 2802.

8 18. California Labor Code section 2698 *et seq.* provides employees with a private right
9 of action to remedy an employer's failure to comply with Labor Code sections designated in Labor
10 Code section 2699.5. Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 515, 558,
11 1174, 1194, 1197, 1197.1, 1198, 1199, and 2802, all of which Defendant has violated as alleged
12 above and as stated in detail in **Exhibit "A"** which is incorporated by reference. These sections are
13 provided for under Labor Code section 2699.5. Penalties for violations under Labor Code section
14 2699(f)(2) are one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
15 initial violation, and two hundred dollars (\$200.00) per subsequent violation for each aggrieved
16 employee per pay period.

17 19. Plaintiff has exhausted the administrative prerequisites to file a claim under Labor
18 Code section 2698 *et seq.* by first sending notice to the California Labor Workforce and
19 Development Agency ("LWDA") online filing system on April 4, 2023, along with a certified
20 copy to Defendant. (Attached hereto as **Exhibit "A"**). It has been over 65 days since the
21 exhaustion and Plaintiff has not received confirmation from the LWDA that it will not investigate
22 the complaint within the time limits set forth in Labor Code section 2699.3(a)(2).

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment and penalties against Defendant, and each of
25 them, as follows:

- 26 1. For all statutory penalties available under Labor Code section 2698 *et seq.* and costs
27 of suit incurred herein and reasonable attorneys' fees pursuant to PAGA;
- 28 2. For injunctive relief;

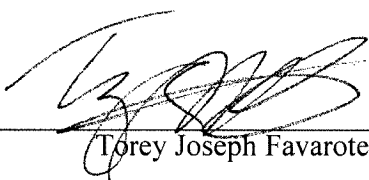
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3. For costs of suit incurred herein and reasonable attorneys' fees pursuant to the referenced statutes; and

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

Dated: August 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: 
Torey Joseph Favarote
Attorneys for Plaintiff Maria Reyes on
behalf of all aggrieved employees

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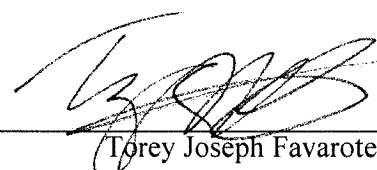
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: August 1, 2023

GLEASON & FAVAROTE LLP
TOREY JOSEPH FAVAROTE

By: _____



Torey Joseph Favarote

Attorneys for Plaintiff Maria Reyes on
behalf of all aggrieved employees

EXHIBIT A



213.452.0510 Main
213.452.0514 Fax

4014 Long Beach Blvd., Suite 300
Long Beach, California 90807

gleasonfavarote.com

GLEASON & FAVAROTE LLP

April 4, 2023

VIA ELECTRONIC SUBMISSION

Stewart Knox
Secretary
California Labor & Workforce Development Agency
800 Capital Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: **Maria Reyes v. Lyneer Staffing Solutions LLC**
California Labor Code section 2698, *et seq.* violations

Dear Mr. Knox:

I am writing on behalf of aggrieved employee Maria Reyes ("Reyes"). This notice is being made to the Labor & Workforce Development Agency ("LWDA") pursuant to the requirement of Labor Code section 2698 *et al.* that Reyes, and other aggrieved employees, who were employed by Lyneer Staffing Solutions LLC as well as Does 1-10 who may also operate as part of Lyneer Staffing Solutions LLC but are as of yet unidentified (herein all of the above are collectively referred to as "Lyneer" or the "Company"), as non-exempt hourly employees in California and as misclassified managers (the "Aggrieved Employees"). Lyneer employed Reyes as a payroll processor since 2012 and started her as an hourly employee but then reclassified her as an exempt employee without any change in her job duties other than an increase in the amount of work. Lyneer is a joint employer with its customers when it provides temporary staffing. As such, Lyneer's clients are obligated to pay any penalties or damages that Lyneer is unable to pay under Labor Code section 2810.3.

Reyes, and each of the Aggrieved Employees described above, suffered from one or more of the following Labor Code violations by their current or former employer Lyneer. Reyes and the other Aggrieved Employees' employment with Lyneer was governed by the California Wage Orders, and California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802.

Reyes originally worked for Lyneer as a non-exempt hourly employee in southern California, but in 2016 was reclassified as an exempt employee without any change in her job responsibilities. Reyes does not manage any other employees, does not exercise any discretion in her job, and spent the vast majority of her time doing non-exempt work such as printing checks, sorting checks, stuffing checks into envelopes, inputting payroll, and driving to deliver checks to Lyneer offices in her personal vehicle for which she was not fully reimbursed in violation of Labor Code section 2802.

Reyes and the other Aggrieved Employees were not paid overtime for all time worked after 8 hours of work in a workday/shift, 7 workdays in a workweek, and/or 40 hours worked in a workweek. Reyes and the other Aggrieved Employees are instructed to clock in and out and to enter a description of their work performed each time they use the timeclock. Reyes and the other Aggrieved Employees are often required to work off the clock on weekends and after hours and sometimes seven days a week but are paid only at their regular rate of pay without overtime. In addition to the above, Reyes and the other Aggrieved Employees are also not paid for all of the time spent working for Lyneer and for all of the time that they are under its control. Additionally, Reyes and the other Aggrieved Employees are often paid below minimum wage when all hours worked are considered.

Reyes and the other Aggrieved Employees also were not provided with legally adequate meal periods and rest breaks, and Lyneer does not pay premiums for non-compliant/unprovided meal periods and rest breaks. If any premiums or bonuses were ever paid, Lyneer did not pay any premiums at the Aggrieved Employees' correct regular rate of pay/compensation. Reyes and the other Aggrieved Employees were not provided with duty free meal periods and rest breaks as they are always on call for Lyneer clients and supervisors. Lyneer keeps some records of when work periods and meal periods begin and end but still does not pay premiums for late, short or interrupted meal periods and/or rest breaks. Lyneer does not provide second meal periods after more than 10 hours of work in a workday, and does not provide second or third paid rest breaks for shifts over 8 hours as required by California law. These policies are in violation of Labor Code §§ 226.7, 512, 558, 1198, and the IWC Wage Orders.

Reyes is informed and believes that it is Lyneer's uniform practice and procedure to not reimburse its employees for the use of their personal cellular devices and associated cellular service and/or data service plans which they use in the performance of their job in communicating with clients and managers, for the purchase and upkeep of their home office equipment, for the full expense associated with the use of their personal vehicles for work, and for the purchase of other equipment and miscellaneous supplies necessary to their job duties but not provided by Lyneer. Reyes and the other Aggrieved Employees are expected to use their personal cellular telephones to communicate with Lyneer management/staff as part of their job duties both during regular work hours and after work.

Reyes is also informed and believes that Lyneer's above mentioned uniform policies and procedures are unlawful and have further caused Lyneer to intentionally provide incorrect wages statements which do not accurately display all of the information required by Labor Code § 226(a), including but not limited to not accurately providing the gross wages earned, total hours worked by the employees, net wages earned and all hourly rates in effect in the pay period and the corresponding correct number of hours worked at each hourly rate by the employee. This has also resulted in a failure to keep accurate employment records under Labor Code §§ 226(b), 1174, and 1175, which Lyneer already fails to keep for the time required by statute. Lyneer additionally has a policy of not paying all wages at termination by waiting several days or until the next regularly scheduled payday to pay termination wages and not paying all wages at termination. Lyneer's failure to pay all earned overtime and premium wages also results in a

Stewart Knox, Secretary
California Labor & Workforce Development Agency
Maria Reyes v. Lyneer Staffing Solutions LLC
April 4, 2023
Page 3 of 3

failure to pay all wages at termination. All of these policies and practices are in violation of Labor Code sections 201, 202(a), 203, 226(a) and (b), 226.7, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as the relevant IWC Wage Orders.

Sincerely,

GLEASON & FAVAROTE LLP

A handwritten signature in black ink, appearing to read 'Torey Joseph Favarote', with a horizontal line extending to the right.

Torey Joseph Favarote

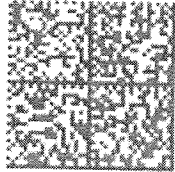
TJF/dd

cc Lyneer Staffing Solutions LLC, c/o Incorp Services, Inc. (C2294569), agent for service of process



GLEASON & FAVAROTE LLP

4014 Long Beach Blvd., Suite 300
Long Beach, CA 90807



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Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569), agent for
service of process
3773 Howard Hughes Parkway Ste 500S
Las Vegas, NV 89169

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City, State, &	agent for service of process
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	Las Vegas, NV 89169
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1. Article Addressed to:

Lyneer Staffing Solutions LLC
c/o Incorp Services, Inc. (C2294569),
agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169



9590 9402 6296 0274 3744 68

2. Article Number (Transfer from service label)

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Agent

☐ Addressee

Rate of Delivery

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PS Form 3800, April 2015 (Revised) PSN 7530-02-000-0047

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Lyneer Staffing Solutions LLC
c/o Incomp Services, Inc. (C2294569),
agent for service of process
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV 89169



9590 9402 6296 0274 3744 68

2. Article Number (Transfer from service label)

7020 2450 0001 4117 9304

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)**C. Date of Delivery****D. Is delivery address different from item 1?**☐ Yes

If YES, enter delivery address below:

☐ No**3. Service Type**

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| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
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