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12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA

14 **MICHAEL BENTON, on behalf of**
15 **himself and all persons similarly situated,**

16 Plaintiffs,

17 vs.

18 **BBBB BONDING CORPORATION,**
19 **CLIFFORD JEFFREY STANLEY,**
20 **ROBERT HILL-VENN, and DOES 1**
21 **through 50, inclusive,**

22 Defendants.

Case No. 2:24-CV-01294-DJC-AC

**FIRST AMENDED CLASS ACTION
COMPLAINT**

23 Plaintiff Michael Benton, on behalf of himself and all persons similarly situated, complains of
24 Defendants BBBB Bonding Corporation, Clifford Jeffrey Stanley, Robert Hill-Venn, and Does 1
25 through 50, inclusive, and alleges on information and belief as follows:

26 **FACTS COMMON TO ALL CAUSES OF ACTION**

27 1. At all times herein mentioned, Plaintiff Michael Benton (hereinafter referred to as
28 "Plaintiff") was an adult individual employed by Defendants in the County of San Joaquin, State of

1 California, and sues on behalf of himself individually and as a representative of the class described in
2 this Complaint.

3 2. At all times herein mentioned, Defendant BBBB Bonding Corporation was a company
4 authorized and licensed to do business in the County of San Joaquin, State of California.

5 3. At all times herein mentioned, Defendant Clifford Jeffrey Stanley was an adult who
6 acted on behalf of Defendant BBBB Bonding Corporation, and caused the wage and hour violations as
7 alleged herein pursuant to California Labor Code sections 558.1.

8 4. At all times herein mentioned, Defendant Robert Hill-Venn was an individual who acted
9 on behalf of Defendant BBBB Bonding Corporation, and caused the wage and hour violations as
10 alleged herein pursuant to California Labor Code sections 558.1.

11 5. The true names and capacities, whether individual, corporate or otherwise, of the
12 Defendants named herein as DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, who
13 therefore sue said Defendants by such fictitious names and will seek leave of Court, if necessary, to amend
14 this complaint to insert the true names and capacities of such Defendants when same have been
15 ascertained.

16 6. At all times and places of the events herein mentioned, each of the Defendants was the
17 agent, employee and/or servant of all the other Defendants and was acting within the scope of said
18 employment. All acts alleged to have been committed by any Defendants were committed on behalf of
19 every other Defendant; and, at all times mentioned herein, each alleged act was committed by each
20 Defendant, and/or agent, servant, or employee of each Defendant, and each Defendant directed,
21 authorized, or ratified each such act. Plaintiff is informed and believes and thereon alleges that each
22 Defendant, and each of them, was the agent, employee, coconspirator, business affiliate, subsidiary,
23 parent entity, owner, and/or joint venturer of each other Defendant, and each of them; and, in doing
24 the things alleged herein, was acting at least in part within the course and scope of such agency,
25 employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission
26 and consent of each of the other Defendants.

27 7. The Defendants named herein pursued a common course of conduct with, acted in concert
28 with, conspired with, and aided and abetted each other to accomplish the wrongs set forth in this

1 complaint, and is each, in whole or in part, legally responsible for Plaintiff's damages and relief as set
2 forth in this complaint.

3 8. At all times and places of the events herein mentioned, each of the Defendants was the
4 agent, employee and/or servant of all the other Defendants and was acting within the scope of said
5 employment.

6 9. Each and every Defendant engaged, suffered, or permitted the Plaintiff to work and/or
7 exercise control over the wages, hours, or working conditions of the Plaintiff. Accordingly, each and
8 every Defendant is an employer of the Plaintiff within the meaning of California law.

9 10. Defendants BBBB Bonding Corporation, Clifford Jeffrey Stanley, Robert Hill-Venn,
10 and Does 1 through 50, inclusive, shall hereinafter be collectively referred to as "Defendant."

11 **CLASS ACTION ALLEGATIONS**

12 11. Plaintiff Michael Benton brings this action on his own behalf and pursuant to California
13 Code of Civil Procedure Section 382, on behalf of a class consisting of himself and all others similarly
14 situated.

15 12. The proposed class is defined as: All current and former employees of Defendant who
16 worked for Defendant as a bail agent in the State of California at any time commencing four years
17 preceding the filing of Plaintiff's Complaint up until the time that notice of the certified class action is
18 provided to the Class (hereinafter referred to as the "Class" or Class Members" and the "Class
19 Period").

20 13. Pursuant to the legal causes of action referenced herein, the Plaintiff and the Class
21 Members seek from the Defendant economic damages, an award of interest, an award of attorney fees,
22 an award of costs of suit incurred, liquidated damages, waiting time penalties, civil penalties,
23 restitution, injunctive relief, declaratory relief, an accounting, and for such other and further relief as
24 the court deems appropriate.

25 14. The Class is definite and ascertainable, and is so numerous that the joinder of all
26 members of the Class is not practicable. Although the number of Class Members cannot be properly
27 determined without further discovery, Plaintiff is informed and believes, and on that basis alleges, that
28 the Class has well over 50 members and that the members' identities can be ascertained from

1 Defendant's records.

2 15. There are substantial questions of law and facts common to the Class Representative
3 and the other members of the Class. Common legal and factual issues predominate over any questions
4 affecting only individual members of the Class including, but not limited to:

- 5 a. Whether Defendant's failure to pay Class Members minimum, regular, overtime, and/or
6 double time wages violates California Labor Code sections 201, 202, 510, and 1194;
- 7 b. Whether Defendant's failure to provide Class Members accurate itemized wage
8 statements in the required manner violates California Labor Code section 226;
- 9 c. Whether Defendant's failure to pay Class Members all wages due within the time
10 required by law after their employment ended violates California law;
- 11 d. Whether Defendant's failure to reimburse Class Members for all necessary expenditures
12 violates California law;
- 13 e. Whether Defendant failed to authorize and permit Class Members to take an
14 uninterrupted and off duty meal period of at least 30 minutes no later than the end of
15 their fifth hour of work and a second meal period no later than the end of their tenth
16 hour of work, and whether such failure violates California Labor Code section 226.7;
- 17 f. Whether Defendant failed to authorize and permit Class Members to take an
18 uninterrupted and off duty rest period of at least 10 minutes for each four hour work
19 period, or major fraction thereof, and whether such failure violates California Labor
20 Code section 226.7;
- 21 g. Whether Defendant failed to pay meal period premium wages to the Class Members
22 when they were not provided with a legally compliant meal period;
- 23 h. Whether Defendant failed to pay rest period premium wages to the Class Members
24 when they were not authorized and permitted to take legally compliant rest periods;
- 25 i. Whether Defendant's actions constitute violations of the Unfair Business Practices Act,
26 California Business & Professions Code section 17200; and
- 27 j. Whether injunctive and declaratory relief are proper.

28 16. The claims of the Class Representative are typical of the claims of the Class as a whole.

1 The Class Representative, like other Class Members, was subject to Defendant's policies and practices
2 as alleged herein. The Class Representative will fairly and adequately represent the interests of the
3 Class and has no conflict of interest with any other Class Member. The Class Representative shares
4 the same interest as other members of the Class in this action because, like other Class Members, the
5 Class Representative has suffered financial losses due to the Defendant's unlawful acts, as described
6 fully herein. The Class Representative has retained counsel competent and experienced in class
7 actions and employment litigation.

8 17. In the interests of efficient adjudication, it is desirable to concentrate this litigation in
9 one forum. The Defendant has acted or refused to act on grounds generally applicable to the Class as a
10 whole. Only by adjudication of this controversy as a class action, can relief be granted so as to avoid a
11 multiplicity of lawsuits. The Class Representative is not presently aware of any cases in which the
12 issues in this case are being presented by members of the Class.

13 **FACTS COMMON TO ALL CAUSES OF ACTION**

14 18. From in or about 2019 to on or about October 18, 2023, Plaintiff Michael Benton was
15 employed by and worked for Defendant at Defendant's office in Stockton, CA.

16 19. During the Class Period, Defendant had a uniform policy of compensating Plaintiff and
17 the Class Members a fixed salary, plus commissions, which did not compensate Plaintiff and the Class
18 Members for any hours they worked in excess of 8 hours in a workday or 40 hours in a workweek.

19 20. During the Class Period, Plaintiff and the Class Members worked shifts for Defendant
20 for more than 8 hours in a workday and were not compensated for all overtime and double time hours
21 worked.

22 21. As California law requires an employer to pay overtime compensation for all hours
23 worked in excess of 8 in a workday and double time for all hours worked in excess of 12 in a workday,
24 Defendant failed to correctly compensate Plaintiff and the Class Members for all overtime and double
25 time hours worked.

26 22. During the Class Period, Defendant failed to provide accurate itemized wage statements to
27 Plaintiff and the Class Members in that the gross and net wages earned were incorrectly listed on each
28 statement, the statements failed to document the number of hours worked, and failed to identify

1 Defendant's correct and legal name, and all meal rest period premium wages owed. As such, Plaintiff and
2 the Class Members suffered injury because such information was inaccurate and such information could
3 not be promptly and easily determined.

4 23. During the Class Period, Defendant failed to pay Plaintiff and the Class Members all
5 wages due on the date of their termination or within 72 hours of receipt of notice of their voluntary
6 termination.

7 24. During the Class Period, Defendant failed to reimburse Plaintiff and the Class Members
8 for all necessary expenditures and/or losses incurred in direct consequence of the discharge of his or her
9 duties. Specifically, Plaintiff and the Class Members were required to utilize their personal vehicles for
10 work purposes and were not reimbursed for such use.

11 25. During the Class Period, Defendant failed to authorize and permit Plaintiff and the Class
12 Members to take an uninterrupted and off duty 30-minute meal period no later than the end of their fifth
13 hour of work and/or to take a second 30-minute meal period no later than the tenth hour of work. Plaintiff
14 and the Class Member were required to work during their meal period and were required to remain
15 available for incoming calls and remain available for work. Plaintiff and the Class Members were never
16 offered or permitted to take either their first or second meal period. Defendant also failed to pay Plaintiff
17 and the Class Members meal period premium wages when their meal periods were missed, short, late, on-
18 duty, and/or interrupted.

19 26. During the Class Period, Defendant failed to authorize and permit Plaintiff and the Class
20 Members to take an uninterrupted and off duty 10-minute rest period for each four hour work period, or
21 major fraction thereof. Defendant also failed to pay Plaintiff and the Class Members rest period premium
22 wages when their rest periods were missed, short, late, on-duty, and/or interrupted.

23 27. During the Class Period, Defendant failed to maintain accurate records regarding the
24 hours worked by, the breaks taken, and the wages paid to Plaintiff and the Class Members.

25 **FLSA COLLECTIVE ACTION ALLEGATIONS**

26 28. Plaintiff's claims under the Fair Labor Standards Act ("FLSA") are brought as a
27 collective action, pursuant to 29 U.S.C. §216(b), on behalf of himself and on behalf of all other
28 similarly situated employees who worked for Defendant as a bail agent in the State of California at any

1 time commencing three years preceding the filing of Plaintiff's Complaint up until the time that notice
2 of the certified class action is provided to the Class (hereinafter referred to as the "FLSA Class" or
3 FLSA Class Members" and the "FLSA Class Period").

4 29. The FLSA Class Members are similarly situated because they were and are subjected to
5 the same policies, terms, and conditions of employment with Defendant; were denied complete and/or
6 prompt payment for hours worked pursuant to a common policy and/or practice of Defendant; and have
7 not been compensated overtime wage for all hours worked pursuant to a common policy and/or practice of
8 Defendant.

9 30. The basic job duties of the FLSA Class were/are the same as or substantially similar to
10 those of Plaintiff, and the members were/are paid in the same manner and under the same terms,
11 conditions, common policies, plans, and practices as Plaintiff.

12 31. During the FLSA Class Period, Defendant was aware of its obligations under the FLSA
13 and knowingly engaged in the allegations set forth herein.

14 32. As a result of Defendant's conduct as alleged herein, Defendant violated 29 U.S.C. §§206
15 and 207 by failing to pay to Plaintiff and the FLSA Class Members all overtime wages due.

16 33. Defendant's violations were willful, repeated, knowing, intentional, and without a good
17 faith basis.

18 34. While the exact number of the FLSA Class is unknown to Plaintiff at the present time,
19 Plaintiff believes the number exceeds 50 similarly situated employees.

20 35. The names and addresses of the FLSA Class Members are available from Defendant's
21 records.

22 REMEDIES

23 36. Plaintiff and the Class Members are entitled to recover economic damages.

24 37. Plaintiff and the Class Members are entitled to recover liquidated damages pursuant to
25 California Labor Code section 1194.2.

26 38. Plaintiff and the FLSA Class Members are entitled to recover liquidated damages
27 pursuant to 29 U.S.C. section 216(b).

28 39. Plaintiff and the Class Members are entitled to an award of actual damages for

1 Defendant's failure to provide itemized wage statements in an amount to be proven at trial or in the
2 alternative, statutory damages.

3 40. Plaintiff and the Class Members are entitled to recover waiting time penalties pursuant
4 to California Labor Code section 203 and other penalty wages.

5 41. Plaintiff and the Class Members are entitled to be paid one additional hour of pay per
6 day at their regular rate of compensation as additional wages for Defendant's failure to authorize and
7 permit uninterrupted and off duty meal periods as required by law and to relieve them of all duties
8 during each required meal period.

9 42. Plaintiff and the Class Members are entitled to one additional hour of pay per day at
10 their regular rate of compensation as additional wages for Defendant's failure to provide a paid,
11 uninterrupted, and off duty rest period and to relieve them of all duties during each required rest
12 period.

13 43. Plaintiff and the Class Members are entitled to recover interest, including prejudgment
14 interest, at the legal rate in an amount according to proof.

15 44. Plaintiff and the Class Members have incurred and continue to incur legal expenses and
16 attorney fees in an amount according to proof.

17 45. Plaintiff seeks appropriate injunctive and/or declaratory relief prohibiting the recurrence
18 and/or continuation of Defendant's unlawful business practices.

19 **FIRST CAUSE OF ACTION**

20 **(Failure To Pay Minimum Wage Compensation –**

21 **Cal. Labor Code Section 1194)**

22 46. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
23 herein by reference.

24 47. At all times relevant to this action, Plaintiff and the Class Members worked for
25 Defendant.

26 48. At all times relevant to this action, Defendant failed to pay Plaintiff and the Class
27 Members the minimum wage compensation for all hours worked in violation of California Labor Code
28 section 1194.

1 57. As a result of Defendant's failure to pay overtime and/or double time compensation,
2 Plaintiff and the Class Members have been damaged in that they have not received wages due and
3 owing pursuant to California law in an amount to be ascertained at the trial of the matter according to
4 proof.

5 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

6 **FOURTH CAUSE OF ACTION**

7 **(Failure To Maintain Time Records, Provide Itemized Statements –**

8 **Cal. Labor Code Sections 226 & 1174)**

9 58. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
10 herein by reference.

11 59. Cal. Labor Code sections 226 and 1174 require that Defendant keep written daily
12 records of each of its employee's hours of work and meal breaks, and to maintain such records for at
13 least three years; and to provide each employee with each periodic wage payment a writing setting
14 forth, among other things, the dates of labor for which payment of wages is made, the total hours of
15 work for which payment of wages is made, the gross wages earned, the net wages paid, all deductions
16 from those wages, and the name and address of the employer.

17 60. Defendant knowingly and intentionally failed to provide Plaintiff and the Class
18 Members with accurate itemized wage statements for each periodic wage payment as required by
19 California law.

20 61. As a direct and proximate result of Defendant's actions as alleged herein, Plaintiff and
21 the Class Members were injured and suffered losses in amounts to be determined at trial.

22 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

23 **FIFTH CAUSE OF ACTION**

24 **(Failure To Pay All Wages Due Upon Discharge - Labor Code Sections 201, 202, & 203)**

25 62. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
26 herein by reference.

27 63. Pursuant to California Labor Code Sections 201 and 202, terminated employees are
28 entitled to be paid all wages due upon termination in the event of a discharge or voluntary termination

1 with requisite notice, or within 72 hours of termination in the event of a voluntary termination without
2 notice.

3 64. At all times relevant to this action, Plaintiff and the Class Members were discharged
4 from their employment with Defendant within the meaning of California Labor Code Sections 201 or
5 202.

6 65. At all times relevant to this action, Defendant has willfully failed to pay Plaintiff and
7 the Class Members wages due. Accordingly, pursuant to California Labor Code sections 201 and 202,
8 payment of these wages was due to them at the conclusion of their employment.

9 66. By willfully failing to pay wages due in accordance with California Labor Code
10 Sections 201 or 202, as applicable, Defendant is liable for penalties pursuant to California Labor Code
11 Section 203.

12 67. Pursuant to California Labor Code Section 203, Plaintiff and the Class Members are
13 entitled to waiting time penalties of up to 30 days wages, for each occurrence, in an amount to be
14 proven at trial.

15 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

16 **SIXTH CAUSE OF ACTION**

17 **(Reimbursement of Expenses - Labor Code Section 2802)**

18 68. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
19 herein by reference.

20 69. Pursuant to California Labor Code Section 2802, Defendant was required to reimburse
21 employees for all necessary expenditures or losses incurred by the employee in direct consequence of
22 the discharge of his or her duties.

23 70. At all times relevant to this action, Plaintiff and the Class Members incurred necessary
24 expenditures and/or losses in direct consequence of the discharge of their duties.

25 71. At all times relevant to this action, Defendant failed to reimburse Plaintiff and the Class
26 Members for all necessary expenditures.

27 72. As a direct and proximate result of Defendant's actions as alleged herein, Plaintiff and
28 the Class Members were injured and suffered losses in amounts to be determined at trial.

1 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

2 **SEVENTH CAUSE OF ACTION**

3 **(Failure to Provide Meal Periods –**

4 **Cal. Labor Code Section 226.7, IWC Wage Order 4)**

5 73. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
6 herein by reference.

7 74. Industrial Welfare Commission Wage Order 4 and California Labor Code section 226.7
8 provide that Defendant shall not employ Plaintiff and the Class Members 1) for a work period of more
9 than 5 hours without an uninterrupted and off duty meal period of not less than 30 minutes; and 2) for a
10 work period of more than 10 hours without a second uninterrupted and off duty meal period of not less
11 than 30 minutes.

12 75. Defendant neither authorized nor permitted Plaintiff and the Class Members to take
13 such meal periods.

14 76. Plaintiff and the Class Members are entitled to be paid one additional hour of pay per
15 day at their regular rate of compensation as additional wages for Defendant's failure to authorize and
16 permit Plaintiff and the Class Members to take such meal periods and to relieve Plaintiff and the Class
17 Members of all duties during each required meal period.

18 77. As a direct and proximate result of Defendant's actions as alleged herein, Plaintiff and
19 the Class Members were injured and suffered losses in amounts to be determined at trial.

20 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

21 **EIGHTH CAUSE OF ACTION**

22 **(Failure to Provide Rest Periods –**

23 **Cal. Labor Code Section 226.7, IWC Wage Order 4)**

24 78. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
25 herein by reference.

26 79. Industrial Welfare Commission Wage Order 4 and California Labor Code Section 226.7
27 require that Defendant authorize and permit Plaintiff and the Class Members to take one uninterrupted
28 and off duty 10-minute rest period for each four hour work period, or major fraction thereof.

1 **TENTH CAUSE OF ACTION**

2 **(Violation of the Fair Labor Standards Act (FLSA) Overtime Wage Requirements 29 U.S.C.**
3 **section 201, et seq.)**

4 88. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated
5 herein by reference.

6 89. At all times relevant to this action, Plaintiff and the FLSA Class Members worked for
7 Defendant as non-exempt employees engaged in commerce or in the production of goods in
8 commerce, or employed in an enterprise engaged in commerce or in the production of goods for
9 commerce within the meaning of the FLSA (29 U.S.C. sections 206 and 207).

10 90. At all times relevant to this action, Plaintiff and the FLSA Class Members were
11 employed by Defendant within the meaning of the FLSA (29 U.S.C. section 203(d)).

12 91. At all times relevant to this action, Defendant failed to pay Plaintiff and the FLSA Class
13 Members overtime wage compensation for all overtime hours worked, in violation of 29 U.S.C.
14 sections 206 and 207.

15 92. As a result of Defendant's failure to pay overtime wage compensation, Plaintiff and the
16 FLSA Class Members have been damaged in that they have not received wages due and owing
17 pursuant to the FLSA in an amount to be ascertained at the trial of the matter according to proof.

18 WHEREFORE, Plaintiff and the FLSA Class Members request relief as hereinafter provided.

19 **ELEVENTH CAUSE OF ACTION**

20 **(Violations of Labor Code Private Attorney General Act (PAGA))**

21 **(California Labor Code §§ 2698 et seq.)**

22 **(Plaintiff on Behalf of Himself and Other Current and Former Aggrieved Employees)**

23 93. The allegations set forth in Paragraphs 1 through 45 are realleged and incorporated herein
24 by reference.

25 94. By this cause of action, Plaintiff is seeking to enforce important rights affecting the public
26 interest.

27 95. Plaintiff is an aggrieved employee as defined in Labor Code section 2699. Plaintiff brings
28 this cause of action on behalf of himself and other current and former aggrieved employees affected by the

1 labor law violations alleged in this Complaint. Defendant committed the following violations of the
2 California Labor Code against Plaintiff, and, on information and belief, against other current or former
3 employees while they were employed by Defendant:

- 4 a. Defendant violated Labor Code sections 201, 202, and 1194 by failing to pay Plaintiff and, on
5 information and belief, other current and former employees of Defendant all minimum and
6 promised wages due for all hours worked.
- 7 b. Defendant violated Labor Code sections 510 and 1194 by failing to pay Plaintiff and, on
8 information and belief, other current and former employees of Defendant all overtime and double
9 time wages due.
- 10 c. Defendant violated Labor Code sections 201 and 202 by failing to pay Plaintiff and, on
11 information and belief, current and former employees of Defendant all wages due on the date of
12 the employee's involuntary termination or within 72 hours of receipt of notice of employee's
13 voluntary termination.
- 14 d. Defendant violated Labor Code section 226 by failing to provide Plaintiff and, on information
15 and belief, other current and former employees of Defendant with bimonthly accurate itemized
16 wage statements showing information including gross wages earned, total number of hours
17 worked by each employee whose compensation is based on an hourly wage, all deductions, net
18 wages earned, and the inclusive dates of the period for which the employee is paid.
- 19 e. Defendant violated Labor Code section 1174 by failing to maintain accurate records regarding
20 the hours worked by, the breaks taken, and the wages paid to Plaintiff and, on information and
21 belief, other current and former employees of Defendant.
- 22 f. Defendant violated Labor Code section 204 by failing to timely pay Plaintiff and, on
23 information and belief, other current and former employees of Defendant all wages due
24 throughout their employment with Defendant.
- 25 g. Defendant violated Labor Code section 226.7 by failing to authorize and permit Plaintiff and, on
26 information and belief, current and former employees of Defendant to take an uninterrupted and
27 off duty meal period of at least 30 minutes no later than the end of their fifth hour of work and
28 a second meal period no later than the end of their tenth hour of work.

1 h. Defendant violated Labor Code section 226.7 by failing to authorize and permit Plaintiff and, on
2 information and belief, current and former employees of Defendant to take an uninterrupted and
3 off duty rest period of at least 10 minutes for each four hour work period, or major fraction
4 thereof.

5 i. Defendant violated California Labor Code Section 2802 by failing to reimburse employees for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 discharge of his or her duties.

8 96. PAGA specifically provides for a private right of action to recover civil penalties for
9 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of
10 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
11 Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
12 for a violation of this code, may, as an alternative, be recovered through a civil action brought by an
13 aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the
14 procedures specified in Section 2699.3." (Cal. Lab. Code section 2699(a))

15 97. Pursuant to Labor Code section 2699.3, prior to the filing of this complaint, Plaintiff gave
16 written notice by certified mail to Defendant and by online filing to the Labor and Work Force
17 Development Agency (LWDA) of the factual and legal basis for the labor law violations alleged in this
18 complaint. The LWDA has not notified Plaintiff of its intent to investigate and the time for the LWDA to
19 do so has expired.

20 WHEREFORE, Plaintiff requests relief as hereinafter provided.

21 **REQUEST FOR JURY TRIAL**

22 WHEREFORE, Plaintiff and the Class Members request a trial by jury.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, on behalf of himself and the Class Members, pray for relief as
25 follows:

- 26 1. For certification of this action as a class action on behalf of the proposed Class;
27 2. For designation of Plaintiff Michael Benton as the Representative of the Class;
28 3. For counsel for Plaintiff be appointed as Class Counsel;

4. For economic damages;
5. For an award of interest allowed by law, including but not limited to, prejudgment interest, at the legal rate;
6. For an award of liquidated damages, penalty wages, waiting time penalties, and all other civil penalties to the full extent allowable under the law;
7. For imposition of civil penalties pursuant to California Labor Code section 2699, and all other penalties allowed by the California Labor Code and/or other applicable statutes;
8. For restitution of monies unlawfully and/or unfairly acquired by Defendant;
9. For appropriate injunctive and/or declaratory relief prohibiting the recurrence and/or continuation of Defendant's unlawful and unfair business practices;
10. For an award of attorney's fees;
11. For costs of suit incurred;
12. For an accounting; and
13. For such other and further relief as the court may deem appropriate.

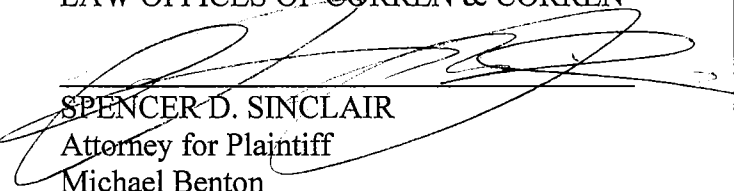
WHEREFORE, Plaintiff, on behalf of himself and all members of the FLSA Class, pray for relief as follows:

1. Designation of this action as a collective action on behalf of the FLSA Class and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Opt-In Class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b);
2. Designation of Plaintiff Michael Benton as the Representative of the FLSA Class;
3. A declaratory judgment that the practices complained of herein are unlawful under the FLSA;
4. An award of damages, according to proof, including unpaid wages and liquidated damages, to be paid by Defendant;
5. For an award of interest allowed by law, including but not limited to, prejudgment interest, at the legal rate;
6. For an award of attorney's fees;

- 1 7. For costs of suit incurred; and
- 2 8. For such other and further relief as the court may deem appropriate.
- 3
- 4

5 DATED: 6/20/24

LAW OFFICES OF CORREN & CORREN

6 
7 SPENCER D. SINCLAIR
8 Attorney for Plaintiff
9 Michael Benton