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**IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

JOSE BENITEZ,

Plaintiff,

vs.

IRVINE MANAGEMENT
COMPANY; and DOES 1-25,
inclusive,

Defendants.

Case No.: 30-2026-01581973-CU-WT-CJC

COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL FOR:

- (1) Whistleblower Retaliation for Reporting and Resisting Illegal Conduct;
- (2) Wrongful Termination in Violation of Public Policy;
- (3) Failure to Furnish Compliant Wage statements;
- (4) Failure to Timely Pay Wages;
- (5) Failure to Pay Wages Due at Separation

TO THE CLERK OF THE COURT, THE PARTIES AND COUNSEL:

1. By this action, JOSE BENITEZ (“PLAINTIFF”) seeks penalties, damages, restitution, and any other remedies the Court deems just, due to the

1 misconduct committed by DEFENDANTS as alleged in this Complaint for
2 violations including, but not limited to, whistleblower retaliation for reporting and
3 resisting illegal conduct, wrongful termination, failure to timely pay wages, and
4 failure to pay wages due at separate.

5 2. PLAINTIFF is an individual, residing in the County of Orange, State of
6 California.

7 3. Defendant IRVINE MANAGEMENT COMPANY (hereinafter,
8 “DEFENDANT”), is a California business entity that is, and all times herein
9 mentioned herein, been doing business in the Count of Orange with its principal
10 business located at 550 Newport Center Drive, Newport Beach, CA 92660.

11 4. All DEFENDANTS are sometimes collectively referred to as
12 “DEFENDANTS” but conduct attributable to only one DEFENDANT or specific
13 DEFENDANTS will be specified by the names above.

14 5. PLAINTIFF alleges that California statutory, decisional, and regulatory
15 laws prohibit the conduct of DEFENDANTS herein alleged, and therefore
16 PLAINTIFF has entitlement to monetary relief on the basis that DEFENDANTS
17 violated such statutes, decisional law, and regulations.

18 6. The true names and capacities, whether individual, corporate, associate,
19 or otherwise of the Defendants named herein as DOES 1 through 25, are unknown
20 to PLAINTIFF at this time. PLAINTIFF therefore sues said Defendants by such
21 fictitious names pursuant to § 474 of the California Code of Civil Procedure.
22 PLAINTIFF will seek leave to amend this Complaint to allege the true names and
23 capacities of DOES 1 through 25 when their names are ascertained. PLAINTIFF
24 is informed and believes, and based thereon alleges, that each of the DOE
25 Defendants is in some manner liable to PLAINTIFF for the events and actions
26 alleged herein.

27 7. At all times herein mentioned, DEFENDANTS, employees, officers,

1 and agents of DEFENDANTS were acting within the purpose, course and scope of
2 said agency and/or employment so as to invoke vicarious liability and *respondent*
3 *superior* liability among other theories of liability to hold DEFENDANTS liable
4 for the injuries and damages to PLAINTIFF.

5 8. PLAINTIFF is informed, believes, and based thereon alleges, that at all
6 times relevant, each Defendant was acting as an agent, joint venturer, and/or alter
7 ego for each of the other Defendants, and each were co-conspirators with respect to
8 the acts and the wrongful conduct alleged herein so that each is responsible for the
9 acts of the other in connection with the conspiracy in such wrongful acts with the
10 other Defendants.

11 9. PLAINTIFF is informed, believes, and based thereon alleges, that each
12 Defendant was acting partly within and partly without the scope and course of their
13 employment, and was acting with the knowledge, permission, consent, and
14 ratification of every other Defendant.

15 10. PLAINTIFF is informed and believes, and therefore alleges, that each
16 of the Defendants was an agent, managing general partner, managing member,
17 owner, co-owner, partner, employee, and/or representative of each of the
18 Defendants and was at all times material hereto, acting within the purpose and
19 scope of such agency, employment, contract and/or representation, and that each of
20 them is jointly and severally liable to PLAINTIFF.

21 11. PLAINTIFF is informed and believes, and therefore alleges, that each
22 of the Defendants is liable to PLAINTIFF under legal theories and doctrines
23 including but not limited to (1) joint employer; (2) integrated enterprise; (3)
24 agency; and/or (4) alter ego, based in part, on the facts set forth below.

25 12. PLAINTIFF is informed and believes, and therefore alleges, that each
26 of the named Defendants are part of an integrated enterprise and have acted or
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1 currently act as the employer and/or joint employer of PLAINTIFF making each of
2 them liable for the violations alleged herein.

3 13. PLAINTIFF is informed and believes, and on that basis alleges, that
4 each DEFENDANT sued in this action, including each DEFENDANT sued by the
5 fictitious names DOES 1 through 25, inclusive, is liable in some manner for the
6 occurrences, controversies, and damages alleged below.

7 **FACTUAL ALLEGATIONS**

8 14. On numerous occasions throughout his employment, PLAINTIFF was
9 forced to work overtime by having to work more than 8 hours in a day due to the
10 volume and amount of work being tasked of PLAINTIFF preventing him from
11 completing his job tasks in less than 8 hours in a day.

12 15. However, on numerous occasions, PLAINTIFF was forced by his
13 supervisor(s) to change his records to falsely show that he did not work any
14 overtime hours.

15 16. This in turn caused PLAINTIFF to be deprived of wages owed for
16 hours worked in excess of 8 hours in a day.

17 17. PLAINTIFF lodged complaints about being forced by his supervisor(s)
18 to change his timesheets to show that he did not work any overtime hours.

19 18. In an attempt to silence PLAINTIFF from further lodging complaints,
20 and as an attempt to silence others who may also complain, DEFENDANTS
21 terminated PLAINTIFF'S employment.

22 19. DEFENDANTS' termination of PLAINTIFF'S employment was done
23 in retaliation for PLAINTIFF'S history of complaints about what he reasonably
24 perceived to be unlawful practices within the workplace.

25 20. Any other reason that DEFENDANTS could possibly offer for the
26 termination of PLAINTIFF is a false and pretextual cover up.

27 21. Despite being terminated, PLAINTIFF is still owed wages for all hours

1 worked but were not paid after being forced to change his records to falsely show
2 he did not work more than 8 hours in a day.

3 22. Despite being terminated, PLAINTIFF did not receive his final
4 paycheck promptly, which in turn entitles PLAINTIFF to waiting time penalties.

5 23. As a direct result of the foregoing actions of DEFENDANTS,
6 PLAINTIFF has suffered financial damages, and also emotional distress and
7 mental anguish evidenced by symptoms including but not limited to, loss of sleep,
8 nervousness, feelings of loss of self-worth and despair, sadness, embarrassment,
9 public and private embarrassment, and shame.

10 24. Upon information and belief, DEFENDANTS have a pattern and
11 practice of engaging in retaliation against employees who engage in resisting and
12 complaining about unlawful actions within the work environment.

13 **FIRST CAUSE OF ACTION**
14 **Whistleblower Retaliation for Reporting and Resisting Illegal Activity**
15 **Cal Labor Code § 1102.5**
16 **(As against all Defendants)**

17 25. PLAINTIFF re-alleges and incorporates herein by this reference the
18 allegations in the foregoing paragraphs, as though set forth herein.

19 26. This cause of action is based on DEFENDANTS' conduct in violation
20 of California Labor Code § 1102.5(b), which prohibits employers from retaliating
21 against employees that disclose information to an employer where the employee
22 has reasonable cause to believe that the information discloses a violation of state or
23 federal law, or a violation or noncompliance with a state or federal rule or
24 regulation.

25 27. This cause of action is also based on California Labor Code §
26 1102.5(c), which prohibits employers from retaliating against an employee for
27 refusing to participate in an activity that would result in a violation of state or

1 federal statute, or a violation or noncompliance with a state or federal rule or
2 regulation.

3 28. DEFENDANTS terminated PLAINTIFF'S employment based on his
4 history of complaints about forced by his supervisor(s) to change his records to
5 falsely show that he did not work any overtime hours.

6 29. Any other purported basis for PLAINTIFF'S termination is false and
7 pretextual.

8 30. At least as a contributing factor, DEFENDANTS' intent for
9 terminating PLAINTIFF was retaliation for reporting and resisting the suspected
10 illegal actions of DEFENDANTS.

11 31. As a direct, foreseeable, and proximate result of DEFENDANTS'
12 conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress,
13 losses in salary, wages, and other employment benefits that she would have
14 received from DEFENDANTS, plus expenses for not being regularly employed at
15 her full-time position, all to her damage in a sum within the jurisdiction of this
16 Court, to be ascertained according to proof.

17 32. PLAINTIFF also prays for reasonable costs and attorney fees against
18 DEFENDANT, as allowed by any and all applicable statutes.

19 33. DEFENDANTS' actions were willful, malicious, oppressive, and
20 were committed with the wrongful intent to injure PLAINTIFF and in conscious
21 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
22 punitive damages in an amount to be proven at trial.

23 34. To the extent that any violations of the above cause of action is based
24 upon the conduct of executives, managers, and supervisors, the corporate entity
25 Defendants knew about such conduct and ratified such conduct and did so with the
26 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
27 rights.

SECOND CAUSE OF ACTION
Wrongful Termination in Violation of Public Policy
(As against all Defendants)

35. PLAINTIFF re-alleges and incorporates by reference the foregoing allegations as though set forth fully herein.

36. "[W]hen an employer's discharge of an employee violates fundamental principles of public policy, the discharged employee may maintain a tort action and recover damages traditionally available in such actions." *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 170.

37. Section 1102.5 of the California Labor Code recognizes a fundamental public policy interest in preventing employers from terminating or retaliating against employees who oppose, report, or resist and complain about what employees believe are illegal practices, in order to protect the California workforce as a whole.

38. DEFENDANTS terminated PLAINTIFF'S employment based on his history of complaints about being forced by his supervisor(s) to change his records to falsely show that he did not work any overtime hours.

39. Any other purported basis for PLAINTIFF'S termination is false and pretextual.

40. At least as a contributing factor, DEFENDANTS' intent for terminating PLAINTIFF was retaliation for reporting and resisting the suspected illegal actions of DEFENDANTS.

41. DEFENDANTS discharge of PLAINTIFF therefore violated the public policy of the State of California.

42. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, and other employment benefits that she would have

1 received from DEFENDANTS, plus expenses for not being regularly employed at
2 her full-time position, all to her damage in a sum within the jurisdiction of this
3 Court, to be ascertained according to proof.

4 43. PLAINTIFF also prays for reasonable costs and attorney fees against
5 DEFENDANTS, as allowed by any and all applicable statutes.

6 44. DEFENDANTS' actions were willful, malicious, oppressive, and
7 were committed with the wrongful intent to injure PLAINTIFF and in conscious
8 disregard of PLAINTIFF'S rights, which entitles PLAINTIFF to exemplary and/or
9 punitive damages in an amount to be proven at trial.

10 45. To the extent that any violations of the above cause of action is based
11 upon the conduct of executives, managers, and supervisors, the Corporate entity
12 Defendants knew about such conduct and ratified such conduct and did so with the
13 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
14 rights.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Furnish Compliant Wage Statements**

17 **Cal. Lab. Code § 226**

18 **(As against all Defendants)**

19 46. PLAINTIFF repeats, re-alleges, and incorporates by reference all
20 other paragraphs, as if fully set forth herein.

21 47. Labor Code § 226(a) requires, in pertinent part, that "Every employer
22 shall, [...] furnish each of her or her employees, [...], an accurate itemized
23 statement in writing showing (1) gross wages earned, (2) total hours worked by the
24 employee, [...](4) all deductions, [...] (5) net wages earned, (6) the inclusive dates
25 of the period for which the employee is paid, (7) the name of the employee and her
26 or her social security number, [...], (8) the name and address of the legal entity that
27 is the employer, and (9) all applicable hourly rates in effect during the pay period

1 and the corresponding number of hours worked at each hourly rate by the
2 employee [. . .].” (Labor Code § 226 subdivision (a).)

3 48. Subdivision (e)(1) provides liquidated damages as follows: “An
4 employee suffering injury as a result of a knowing and intentional failure by an
5 employer to comply with subdivision (a) is entitled to recover the greater of all
6 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
7 occurs and one hundred dollars (\$100) per employee for each violation in a
8 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
9 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.”

10 49. Here, DEFENDANTS knowingly and intentionally failed to provide
11 PLAINTIFF with wage statements containing all of the required and applicable
12 information set forth under Labor Code § 226.

13 50. The above-mentioned inaccuracies and the failure to provide
14 PLAINTIFF with wage and earning statements caused injury to PLAINTIFF
15 within the meaning of Labor Code § 226.

16 51. For DEFENDANTS’ misconduct as alleged herein, PLAINTIFF seeks
17 all damages, civil and statutory penalties, costs and attorneys’ fees, including but
18 not limited to those available pursuant to Labor Code § 226(e).

19 52. To the extent that any violations of the above cause of action is based
20 upon the conduct of executives, managers, and supervisors, the Corporate entity
21 Defendants knew about such conduct and ratified such conduct and did so with the
22 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
23 rights.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages**

3 **California Labor Code §§ 204, 210, 510, 1194, Wage Order No. 10**
4 **(As against all Defendants)**

5 53. PLAINTIFF repeats, re-alleges, and incorporates by reference all
6 other paragraphs, as if fully set forth herein.

7 54. California law requires an employer to pay each employee accurately and
8 timely for actual hours worked. *See* Cal. Labor Code §§ 204, 210, 510, 1194.

9 55. Pursuant to Labor Code § 204, “all wages ... earned by any person in any
10 employment are due and payable twice during each calendar month, on days
11 designated in advance by the employer as the regular paydays”.

12 56. Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought for
13 the nonpayment of wages and fringe benefits.

14 57. During all times relevant, IWC Wage Order No. 10 applied to
15 PLAINTIFF’S employment with DEFENDANTS.

16 58. Pursuant to Wage Order 10, § 2(H) “hours worked” include the time
17 during which an employee is “subject to the control of an employer, and includes
18 all the time the employee is suffered or permitted to work, whether or not required
19 to do so.”

20 59. For each hour (or fraction thereof) an employee works up to forty (40)
21 hours in a week and eight (8) hours in a day, the employer must pay the
22 employee’s regular hourly wage. For each hour (or fraction thereof) an employee
23 works over forty (40) hours in a week or in excess of eight (8) hours in a workday
24 the employer must pay the rate of one and a half times the employee’s regular
25 hourly wage.

26 60. For each hour (or fraction thereof) an employee works in excess of
27 twelve (12) hour in one day or in excess of eight (8) hours a day on the seventh

consecutive day of work, the employee must be compensated at the rate of no less than twice the regular rate of pay for that employee.

61.As alleged, PLAINTIFF worked hours for which he was not properly compensated because of DEFENDANTS' unlawful policies and practice of denying PLAINTIFF overtime wages.

62.DEFENDANTS therefore failed to pay PLAINTIFF for all hours worked.

63.Through the above-mentioned conduct, DEFENDANTS' failure to pay timely wages during employment, caused injury to PLAINTIFF. Such conduct was willful or intentional within the meaning of Cal. Labor Code §210(a)(2) and entitles PLAINTIFF to recover such penalties and liquidated damages.

64.In committing the violations of state law as herein alleged, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF for all wages earned based on hours worked, including overtime.

65.PLAINTIFF is entitled to recover such amounts owed as wage premiums, plus interest thereon, attorney's fees and costs, plus statutory and civil penalties pursuant to the Labor Code and other applicable laws and regulations.

66.For DEFENDANTS' misconduct as alleged herein, PLAINTIFF seeks all damages, civil and statutory penalties, costs and attorneys' fees, including but not limited to those available pursuant to Labor Code §§ 210(a) and 218.5, in an amount to be proven at trial.

67.PLAINTIFF also prays for reasonable costs and attorney fees against DEFENDANTS, as allowed by any and all applicable statutes.

68.As a direct, proximate, and foreseeable result of DEFENDANTS' failure to pay wages owed, PLAINTIFF has suffered and continues to suffer, losses related to the use and enjoyment of such compensation, wages, lost interest on such monies, as well as expenses and attorney's fees in seeking to compel

1 DEFENDANTS to fully perform their obligation under state law.

2 69. Furthermore, as a direct and proximate result of the above unlawful
3 actions, PLAINTIFF has suffered and continue to suffer loss of wages, expenses,
4 and earnings in amount yet ascertained

5 70. To the extent that any violations of the above cause of action is based
6 upon the conduct of executives, managers, and supervisors, the Corporate entity
7 Defendants knew about such conduct and ratified such conduct and did so with the
8 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
9 rights.

10 **FIFTH CAUSE OF ACTION**

11 **Waiting Time Penalties**

12 **Cal. Lab. Code §§ 202, 203, 218.5, 218.6 *et seq.***

13 **(As Against All Defendants)**

14 71. PLAINTIFF repeats, re-alleges, and incorporates by reference all other
15 paragraphs, as if fully set forth herein.

16 72. Pursuant to Labor Code § 202, "If an employee not having a written
17 contract for a definite period quits her or her employment, her or her wages shall
18 become due and payable not later than 72 hours thereafter, unless the employee has
19 given 72 hours previous notice of her or her intention to quit, in which case the
20 employee is entitled to her or her wages at the time of quitting."

21 73. Labor Code § 203 provides, in pertinent part: "If an employer willfully
22 fails to pay, without abatement or reduction, ... any wages of an employee who is
23 discharged or who quits, the wages of the employee shall continue as a penalty
24 from the due date thereof at the same rate until paid or until an action therefore is
25 commenced; but the wages shall not continue for more than 30 days. ..."

26 74. Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought
27 for the nonpayment of wages and fringe benefits.

1 75. To date, PLAINTIFF has not received full payment for all wages earned
2 and owed.

3 76. And, PLAINTIFF was not provided his final paycheck promptly upon
4 being terminated.

5 77. Because PLAINTIFF was not properly paid pursuant to the requirements
6 of Labor Code §§ 202 and 203, he thereby seeks waiting time penalties in the
7 amount of one day's worth of wages for each day of non-compliance up to 30
8 days.

9 78. As a direct result, PLAINTIFF has suffered and continues to suffer,
10 substantial losses related to the use and enjoyment of such compensation, wages,
11 lost interest on such monies and expenses and attorney's fees in seeking to compel
12 DEFENDANTS to fully perform their obligation under state law, all to their
13 respective damage in amounts according to proof at trial and within the
14 jurisdictional limitations of their Court.

15 79. PLAINTIFF has been deprived of rightfully earned wages and required
16 waiting time penalties as a direct and proximate result of DEFENDANTS' failure
17 and refusal to pay said compensation and penalties for the reasons alleged herein.

18 80. For DEFENDANTS' misconduct as alleged herein, PLAINTIFF seeks
19 all damages, civil and statutory penalties, costs and attorneys' fees, including but
20 not limited to those available pursuant to Labor Code §§ 203, 210(a) and 218.5, in
21 an amount to be proven at trial.

22 81. To the extent that any violations of the above cause of action is based
23 upon the conduct of executives, managers, and supervisors, the Corporate entity
24 Defendants knew about such conduct and ratified such conduct and did so with the
25 wrongful intent to injure PLAINTIFF and in conscious disregard of PLAINTIFF'S
26 rights.

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1. For, special damages, and general damages in an amount to be proven at trial;
2. For emotional distress damages in an amount to be proven at trial;
3. Punitive or exemplary damages against each Defendant for their acts as described in this cause of action, in a sum to be determined at the time of trial;
4. Loss of income incurred and to be incurred, including any and all damages flowing therefrom, in an amount to be proven at trial;
5. Injunctive relief in the type and manner deemed appropriate by the Court, such as mandatory training for supervisors;
6. For maximum statutory damages/penalties where provided by statute;
7. For prejudgment interest at the legal rate;
8. That PLAINTIFF be awarded costs and reasonable attorneys' fees; and
9. Such other and further relief as the Court may deem proper and just.

Pursuant to the Seventh Amendment to the Constitution of the United States of America, PLAINTIFF is entitled to, and demands, a trial by jury.

SEMNR & HARTMAN, LLP

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COMPLAINT FOR DAMAGES; DEMAND FOR JURY TRIAL