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Superior Court of California,
County of Los Angeles
11/09/2026 4:29 PM
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SUPERIOR COURT OF THE STATE OF CALIFORNIA,

FOR THE COUNTY OF LOS ANGELES

JOSE ENRIQUE POLANCO CABRERA, an Individual,

Plaintiff,

vs.

BMS CAT OF SOUTHERN CALIFORNIA LLC, a Texas Limited Liability Company *doing business as* DRYMASTER; BMS CAT, LLC, a Texas Limited Liability Company; BLACKMON MOORING/BMS CAT, an Unknown Business Entity; MATTHEW AMESQUITA, an Individual; and DOES 1–20, inclusive,

Defendants.

Case Number: 26STCV35488

COMPLAINT FOR:

(1) Retaliation and/or Wrongful Termination in violation of *Labor Code* § 1102.5;
(2) Retaliation and/or Wrongful Termination in violation of *Labor Code* § 6310;
(3) Wrongful Termination in Violation of Public Policy;
(4) Violation of *Labor Code* §§ 201-203; and
(5) Violation of *Labor Code* §§ 226.7 & 512.

Jury Trial Demanded

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Plaintiff, Jose Enrique Polanco Cabrera, hereby alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to California Constitution Article VI, § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. Plaintiff has exhausted his administrative remedies by the timely submission of his claims through the Labor and Workforce Development Agency less than one year after the events alleged herein, providing notice of the same to the Defendants simultaneously, and the filing of this complaint more than sixty-five days thereafter.

3. This Court has jurisdiction over all Defendants because, based on information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market, so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

5. Plaintiff, Jose Enrique Polanco Cabrera ("Plaintiff"), is and at all times relevant hereto was a resident in the County of Orange, in the State of California.

6. Defendant BMS CAT of Southern California LLC ("BMS") was and is, upon information and belief, a Texas limited liability company doing business as DRYMASTER and conducting business throughout the County of Los Angeles, State of California. At all relevant times, BMS employed Plaintiff and exercised control over the terms, conditions, and circumstances of his employment. During his employment, Plaintiff performed work at various locations throughout Los Angeles County, including Pacific Palisades, where he was subjected to the unlawful employment practices alleged herein.

7. Defendant BMS CAT, LLC ("BMS CAT") was and is, upon information and belief, a Texas limited liability company conducting business in the State of California, including the County of Los Angeles and Orange. Plaintiff is informed and believes, and thereon alleges, that BMS CAT was affiliated with BMS and participated in, directed, controlled, and/or managed aspects of BMS's business operations, including the employment practices and policies applicable to Plaintiff.

8. Defendant Blackmon Mooring/BMS CAT ("BLACKMON") was and is, upon information and belief, a business entity of presently unknown form conducting business in the State of California. Plaintiff is informed and believes, and thereon alleges, that BLACKMON was affiliated with BMS and/or BMS CAT and participated in the establishment, implementation, and/or administration of employment policies and practices applicable to Plaintiff, including employee conduct, workplace safety, and disciplinary procedures.

9. Defendant Matthew Amesquita ("AMESQUITA") was and is, upon information and belief, a resident of Los Angeles County in the State of California. At all relevant times, AMESQUITA was employed by Defendants in a managerial and/or supervisory capacity and exercised authority over Plaintiff's work assignments, scheduling, working conditions, and job performance.

10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1–20 but prays for leave to amend and serve such fictitiously named Defendants pursuant to California *Code of Civil Procedure* § 474, once their names and capacities become known.

11. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners, joint venturers, parent companies, owners, shareholders, agents, representatives, supervisors, managers or employees of Defendants and, therefore, were acting on behalf of Defendants and/or within the course and scope of their respective agency, employment, or other relationships with Defendants at all relevant times herein.

12. BMS, BMS CAT, BLACKMON, AMESQUITA, and DOES 1–20 are referred to collectively as "Defendants."

13. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or

transactions alleged herein.

14. Plaintiff is informed and believes, and thereon alleges, that each and all of the Acts and omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of Defendants were in accordance with and represent the official policy of Defendants.

15. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto and mentioned herein, each Defendant sued herein (both named and DOE Defendants 1-20) was the expressly and/or implicitly authorized agent, business-entity agent, servant, employer, partner, joint venturer, integrated enterprise, joint employer, business-entity employer, authorized agent, contractor, contractee, partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or alter ego with and/or of each of the remaining Defendants and was, at all times material hereto, acting within the purpose and scope of such agency, servitude, partnership, employment, integrated enterprise, contract, venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent, approval, control, influence, and ratification of each remaining Defendant herein.

GENERAL ALLEGATIONS

16. Defendants BMS, BMS CAT, and BLACKMON (collectively, "CORPORATE DEFENDANTS") are affiliated entities engaged in national disaster recovery and property restoration services. CORPORATE DEFENDANTS operate several locations throughout the United States, including within the State of California. At all relevant times, CORPORATE DEFENDANTS were and are, upon information and belief, employers and/or joint employers conducting business within the State of California, including Los Angeles County. Plaintiff is informed and believes, and thereon alleges, that CORPORATE DEFENDANTS participated in, directed, controlled, and/or managed aspects of Plaintiff's employment, including his working conditions, employment policies, and workplace safety practices. CORPORATE DEFENDANTS conducted business in Los Angeles County, including providing disaster recovery, fire cleanup, hazardous material removal, and property restoration services in Pacific Palisades, California.

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17. On or about May 8, 2023, Plaintiff began working for Dry Master Restoration, Inc. In or around February 2024, Dry Master Restoration, Inc. was acquired by CORPORATE DEFENDANTS. Following the acquisition, Plaintiff continued his employment with CORPORATE DEFENDANTS, performing substantially similar duties in its disaster recovery and property restoration operations.

18. On or about February 1, 2024, CORPORATE DEFENDANTS hired Plaintiff as a Lead Tech in the Asbestos department. Plaintiff's job duties included conducting site inspections, setting up equipment, and performing demolition and remediation work involving properties affected by water damage, fires, and potentially hazardous materials. Plaintiff's job was physically demanding, often requiring him to lift heavy bags of concrete, heavy furniture, and heavy equipment. Plaintiff was required to stand for most of his shift as well as bend and lift frequently. At all times while employed by CORPORATE DEFENDANTS, Plaintiff was a dedicated and productive employee who generally performed his assigned duties satisfactorily.

19. Following Plaintiff's employment with CORPORATE DEFENDANTS, Defendant AMESQUITA, also known as "Mateo," assumed a supervisory role in CORPORATE DEFENDANTS' Water Department and exercised direct supervision over Plaintiff during his assignment to that department. AMESQUITA, who exercised supervisory and/or managerial authority over aspects of Plaintiff's employment, was responsible for overseeing Plaintiff's work assignments, scheduling, productivity, and job performance.

20. A few months after Plaintiff's employment with CORPORATE DEFENDANTS began, he observed practices which he reasonably believed posed significant risk to the health and safety of himself and other employees. Specifically, Plaintiff noticed that employees were not provided with proper personal protective equipment ("PPE") while performing demolition, cleanup, and remediation work involving potentially hazardous materials, including asbestos and lead. Plaintiff complained to his supervisors about not receiving proper PPE. These complaints concerned unsafe working conditions and the risk of injury to employees. Plaintiff reasonably believed that Defendants' failure to provide adequate PPE and maintain safe working conditions violated applicable occupational safety and health laws, regulations, and standards, including California *Labor Code* §§ 6400 and 6401. Through these complaints, CORPORATE DEFENDANTS was placed on notice of the alleged occupational safety

hazards associated with improper personal protective equipment. Because of the lack of PPE, Plaintiff asked his supervisors and Defendant's managerial personnel if he could switch to another department. Plaintiff's request was granted and he switched to the Water department.

21. While working in the Water Department, Plaintiff continued to observe what he reasonably believed to be safety violations. Plaintiff made several requests to Defendant's managerial personnel, including AMESQUITE, to be provided with proper PPE. Plaintiff also complained about being required to report for morning assignments shortly after completing overnight shifts, sometimes with fewer than six hours between assignments. Plaintiff explained that the insufficient time between shifts deprived him of adequate rest and created unsafe working conditions. Rather than addressing Plaintiff's concerns, AMESQUITA criticized Plaintiff's willingness and ability to perform his assigned duties. Plaintiff was informed by his coworkers that managers in the Water Department did not want to work with him because he asked too many questions about safety. Plaintiff was further informed that he was being moved to the Contents Department, and that if the managers in the Contents Department did not like him, he would be terminated.

22. During his assignment to the Water Department, Plaintiff was also subjected to substantial pressure from AMESQUITA to complete assigned jobs within demanding timeframes. Plaintiff was required to clock out for his meal periods but frequently continued performing his assigned duties while off the clock because of the pressure he experienced to complete his work. Although Plaintiff recorded these periods as unpaid meal breaks, he was not relieved of all duties and continued working for Defendants' benefit without compensation for that time. Plaintiff would sometimes attempt to take his meal periods later during his shift, but these breaks were not always a full, uninterrupted thirty (30) minutes.

23. At all relevant times, Defendants were required to provide Plaintiff with legally compliant, uninterrupted, duty-free meal periods pursuant to California *Labor Code* §§ 226.7 and 512 and the applicable Industrial Welfare Commission Wage Orders. Defendants failed to provide Plaintiff with timely and uninterrupted meal periods by subjecting him to work demands that interfered with his ability to take compliant breaks. Defendants further failed to compensate Plaintiff for all hours worked during periods improperly recorded as unpaid meal breaks, in violation of applicable California wage-

and-hour laws, including California *Labor Code* §§ 510 and 1194, where applicable. Plaintiff alleges that Defendants failed to pay all applicable meal-period premium wages and compensation owed for work performed during these periods.

24. After a few weeks of working in the Contents Department, Plaintiff began complaining about the lack of safety procedures. Plaintiff complained about the lack of PPE and the improper practices. Plaintiff's complaints concerned workplace safety hazards, including the missing safety equipment and assignments requiring him to perform work which he reasonably believed pose a serious risk to the health and safety of himself and other employees. Plaintiff made these complaints to supervisory and managerial personnel, who oversaw the Contents Department. Plaintiff thereby raised concerns regarding occupational safety and health directly with supervisory and managerial personnel. Plaintiff's complaints further placed Defendant on formal notice of his resistance to such unlawful conduct. Despite these complaints, Defendants failed to take appropriate corrective action to address the unsafe practices and conditions identified by Plaintiff.

25. On one such occasion, Plaintiff was asked to remove debris from an older home that had sustained fire damage and was suspected of containing asbestos-contaminated materials. Plaintiff understood that materials within the property potentially presented hazardous exposure risks and required appropriate testing, handling procedures, protective equipment, and qualified personnel. Plaintiff complained to his managers that the team was not certified to clean material that had been exposed to asbestos. Plaintiff further objected to the manner in which the assignment was being performed and requested removal from the assignment because he reasonably believed the work presented an unreasonable risk to himself and other employees. Plaintiff reasonably believed that performing the work under those conditions would violate applicable occupational safety and health requirements.

26. In or around early 2025, following the January 2025 Pacific Palisades fires, Plaintiff began performing disaster recovery and cleanup assignments at properties in Pacific Palisades, Los Angeles County, California. These assignments involved properties damaged by fire and potentially contaminated by hazardous materials, including asbestos and lead. Plaintiff became increasingly concerned that Defendants were assigning employees to perform cleanup and remediation work without

first ensuring that the affected materials had been adequately tested and that employees had been provided appropriate protective equipment. Plaintiff repeatedly requested information concerning the testing of affected properties and complained to supervisory and managerial personnel about the potential exposure risks and Defendants' failure to implement adequate safety measures.

27. On or about November 8, 2025, Plaintiff was asked to clear debris from a home that had burned down during the Pacific Palisades Fires. Before beginning work, Plaintiff asked Defendants' managerial personnel to see the report establishing whether the property had been tested for hazardous materials, including asbestos and lead. Plaintiff was given a report that did not include testing results for the insulation materials that Plaintiff was expected to remove. When Plaintiff asked about the insulation test results, he was given conflicting answers about who was supposed to conduct the testing. Defendants' managerial personnel failed to provide Plaintiff with the requested testing results or adequately address his concerns regarding the potentially hazardous insulation. Plaintiff reasonably believed that Defendants had failed to adequately test the insulation before assigning employees to disturb or remove the materials, thereby exposing them to potentially hazardous substances. Plaintiff raised these concerns directly with supervisory and managerial personnel and objected to performing the work without appropriate testing and safety precautions.

28. On or about November 11, 2025, Defendants committed its final act of retaliation against Plaintiff by wrongfully terminating his employment, just a few days after he complained about improper testing at a worksite. Defendants told Plaintiff was told his position was no longer needed due to an alleged company restructuring. Defendants directed Plaintiff to report to Defendants' Anaheim facility, where Defendants' managerial personnel informed him that his position was being eliminated. Defendants presented Plaintiff with separation paperwork, including a proposed severance agreement and release of claims, which Plaintiff did not execute.

29. Plaintiff is informed and believes, and based thereon alleges, that his complaints concerning unsafe working conditions were contributing factors in Defendants' decision to terminate his employment, in violation of California *Labor Code* §§ 1102.5 and 6310. Plaintiff's complaints concerned suspected violations of occupational safety and health requirements, including the failure to provide adequate PPE, the failure to conduct appropriate hazardous-material testing, and the assignment

of employees to perform potentially dangerous remediation work without sufficient safety precautions. Plaintiff further alleges that he opposed and resisted performing work under conditions he reasonably believed were unlawful and hazardous. Defendants' stated reason for termination - restructuring - was a pretext used to conceal their retaliatory motives. Plaintiff is informed and believes that Defendants continued hiring employees to perform substantially similar duties that Plaintiff was performing following his termination. Moreover, Plaintiff subsequently learned that management had allegedly attributed his termination to his repeated complaints concerning workplace health and safety. Plaintiff alleges that the close temporal proximity between his final safety complaints and termination, together with Defendants' prior treatment of him following his complaints, further supports the inference that his protected activities contributed to the decision to terminate his employment.

30. At the time of Plaintiff's termination, Defendants owed Plaintiff wages and compensation arising from his employment, including compensation for work performed during periods improperly recorded as unpaid meal breaks and any applicable meal-period premium wages. Plaintiff alleges that Defendants failed to timely pay all wages due and owing upon termination, in violation of California Labor Code §§ 201-203. Plaintiff further alleges that Defendants' failure to compensate him for all hours worked and to provide legally compliant meal periods violated California Labor Code §§ 226.7, 510, 512, and 1194, as applicable.

31. Plaintiff alleges that the conduct of the applicable Defendants, as described above and where specifically alleged herein, was intentional and, where applicable, malicious, fraudulent, and/or oppressive and was undertaken in conscious disregard of Plaintiff's rights. As a result of the conduct alleged herein, Plaintiff has suffered economic damages, including lost employment, wages, benefits, and employment opportunities, as well as non-economic harm, including emotional and physical injuries and/or distress. The full nature and extent of Plaintiff's damages exceed the jurisdictional minimum of this Court and will be established according to proof at trial.

32. At all times, Defendant's rationale for terminating Plaintiff, namely, that his position was eliminated as part of a company restructuring, was no more than a thinly veiled pretext to mask Defendants' true motivations and malice. In reality, Defendants wrongfully terminated Plaintiff because of his repeated complaints concerning unsafe working conditions, suspected violations of occupational

safety and health requirements, and his resistance to participating in potentially hazardous and unlawful work practices. Had Plaintiff not made such complaints and/or had he succumbed to Defendants' pressure to participate, Defendants would not have retaliated against and/or wrongfully terminated Plaintiff. Before terminating Plaintiff, Defendants allegedly subjected him to heightened scrutiny, repeated criticism of his job performance, and transfers between departments following his complaints concerning unsafe working conditions. Plaintiff alleges that these actions, together with his eventual termination, were motivated, at least in part, by his protected activities and adversely affected the terms and conditions of his employment.

33. At all times, Defendants' conduct, as described above, was enacted maliciously, fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these circumstances, Plaintiff has been damaged economically by the loss of both his current and future employment, benefits, and income with Defendant, as well as other opportunities for income and/or benefits. As a direct result of Defendants' conduct, Plaintiff has also been damaged non-economically, including both emotionally and physically, now and in the foreseeable future. The full extent of Plaintiff's damages, all of which exceed the jurisdictional minimum of this court, will be subject to a matter of proof at trial.

FIRST CAUSE OF ACTION

RETALIATION AND/OR WRONGFUL TERMINATION

IN VIOLATION OF LABOR CODE § 1102.5

(AGAINST CORPORATE DEFENDANTS AND DOES 1-20)

34. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

35. At all times herein mentioned, California *Labor Code* §§ 1102.5 *et seq.* were in full force and effect and were binding on Defendants. Under California *Labor Code* § 1102.5(a), it is unlawful for any employer, or any person acting on its behalf to "make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency,

to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation. . . ."

36. At all times herein mentioned, under California *Labor Code* § 1102.5(b), an employer, or any person acting on its behalf, "shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government. . . agency [or] to a person with authority over the employee. . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of. . . a local, state, or federal rule or regulation. . . ."

37. At all times herein mentioned, under California *Labor Code* § 1102.5(c), an employer, or any person acting on its behalf, "shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation".

38. At all times, and as fully elaborated above, Plaintiff complained to Defendants, including their managing agents, about unsafe working conditions and unlawful workplace practices which Plaintiff reasonably believed constituted violations of California law and applicable occupational safety and health requirements. Plaintiff disclosed information concerning suspected violations of law to supervisory and managerial personnel with authority over Plaintiff and/or authority to investigate, discover, or correct such violations. Plaintiff further objected to and refused to participate in activities that he believed would result in violations of applicable laws and regulations. Plaintiff thereby engaged in activities protected under California Labor Code § 1102.5(b) and/or (c). In response to Plaintiff's complaints, disclosures, and/or resistance to such unlawful conduct, Defendants subjected Plaintiff to adverse employment actions, including heightened scrutiny, transfers between departments, unfavorable treatment, and ultimately, wrongful termination of his employment. Plaintiff alleges that his protected activities were contributing factors in Defendants' decision to retaliate against and terminate him, in violation of California Labor Code § 1102.5.

39. At all times, and as fully elaborated above, Plaintiff complained to Defendants, including its managing agents, about unsafe working conditions, conduct which Plaintiff reasonably believed to constitute violations of California law and applicable workplace safety requirements. In response, and as a direct result of Plaintiff's complaints of and/or resistance to such unlawful conduct, Defendants retaliated against Plaintiff, including by subjecting him to disciplinary action and ultimately, wrongfully terminated Plaintiff from his employment with Defendants, thereby violating California *Labor Code* § 1102.5 *et seq*.

40. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer actual, consequential and incidental financial losses, including without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in his field and damage to his professional reputation, the exact amount of which is not yet known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount according to proof.

41. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer severe and serious emotional distress and physical injuries, including, but not limited to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering, personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount to be shown according to proof.

42. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating him subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of the company and/or was the result of the application of unlawful, malicious or oppressive policies. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a sum to be shown according to proof at trial.

43. As a result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. As a result, pursuant to California *Labor Code* §§ 2699(g) and 2699.5, solely as against BMS, and/or *Code of Civil Procedure* § 1021.5 as against the applicable Defendants, Plaintiff is entitled to recover attorneys' fees and costs.

SECOND CAUSE OF ACTION

RETALIATION AND/OR WRONGFUL TERMINATION

IN VIOLATION OF LABOR CODE § 6310

(AGAINST CORPORATE DEFENDANTS AND DOES 1-20)

44. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

45. At all times herein mentioned, California *Labor Code* § 6310 was in full force and effect, and was binding on Defendants. Under California *Labor Code* § 6310, it is unlawful for any employer to discharge or discriminate against an employee in any manner because the employee made any oral or written complaint to his employer regarding the employee's belief that the employer is unlawfully committing health or safety violations in the workplace.

46. At all times herein mentioned, believing Defendants to be in violation of various local and state laws, Plaintiff complained to Defendants regarding the health and safety of himself and Defendants' employees. Plaintiff repeatedly complained regarding unsafe workplace conditions, including conditions affecting the health and safety of employees, and requested that Defendants take corrective measures. Plaintiff's complaints concerned, among other things, inadequate workplace safety measures, potentially hazardous working conditions, and Defendants' failure to comply with applicable occupational safety and health requirements. Plaintiff thereby engaged in activities protected under California *Labor Code* § 6310. In response, and, at least in part, as a result of these complaints, Defendants retaliated against Plaintiff by subjecting him to adverse employment actions, including unfavorable treatment and heightened scrutiny, and, ultimately, wrongfully terminated Plaintiff in

violation of California *Labor Code* § 6310.

47. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer actual, consequential and incidental financial losses, including without limitation, loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities in his field and damage to his professional reputation, the exact amount of which is not yet known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

48. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer severe and serious emotional distress and physical injuries, including, but not limited to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering, personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof at trial.

49. The conduct of Defendants in retaliating against Plaintiff and/or wrongfully terminating him subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive conduct was engaged in, authorized, or ratified by officers, directors, or managing agents of the company and/or was the result of unlawful, malicious, or oppressive policies. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages against Defendants in a sum to be shown according to proof at trial.

50. As a result of the wrongful acts of Defendants, Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. As a result, pursuant to California *Labor Code* §§ 2699(g) and 2699.5, solely as against BMS, and/or *Code of Civil Procedure* § 1021.5 as against the applicable Defendants, Plaintiff is entitled to recover attorneys' fees and costs.

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THIRD CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(AGAINST CORPORATE DEFENDANTS AND DOES 1-20)

51. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

52. At all relevant times mentioned in this complaint, California Labor Code §§ 232.5, 1102.5, 6310, 6311, 6400, and 6401, and other applicable occupational safety and health statutes and regulations, were in full force and effect and binding on Defendants. California law prohibits termination or other adverse employment actions against employees for reasons that violate public policy. Specifically here, Defendants' wrongful termination of Plaintiff's employment violated California statutes and/or common law that inure to the benefit of the public at large and are a statement of California public policy, including, but not limited to, California Labor Code §§ 232.5, 1102.5, 6310, 6311, and other relevant statutes under the California Labor Code, and applicable occupational safety and health laws and regulations. These laws, statutes and their interpretative regulations inure to the benefit of the public at large and embody fundamental public policy of the State of California and/or the United States.

53. At all times herein, during Plaintiff's employment with Defendants, Plaintiff complained to his supervisors and Defendants' managing agents about Defendants' health and safety violations, unlawful and unsafe workplace conditions, and/or other illegal conduct in Defendants' workplace. Plaintiff further opposed and resisted participating in workplace practices that he reasonably believed violated applicable occupational safety and health requirements. Plaintiff's complaints and resistance to such conduct were protected by the fundamental public policies embodied in the foregoing statutes and regulations. Thereafter, in retaliation for Plaintiff's protected activities, Defendants wrongfully terminated Plaintiff in violation of well-known public policies meant to protect Plaintiff, and the public at large, from such conduct.

54. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual, consequential, and incidental financial losses, including without limitation, loss of

income, earnings, salary, benefits, the intangible loss of employment-related opportunities in his field, and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

55. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer emotional and physical injuries, including related emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof.

56. The conduct of Defendants in wrongfully terminating Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendants that Plaintiff would suffer damages in the foreseeable future. Plaintiff is informed and believes, and based thereon alleges, that Defendants' conduct against Plaintiff was done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent and/or oppressive conduct was engaged in, authorized or ratified by officers, directors or managing agents of the applicable entity Defendants and/or was the result of the application of unlawful, malicious or oppressive policies and procedures. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according to proof pursuant to California *Civil Code* § 3294**.**

57. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees and seeks recovery of such fees and costs pursuant to Code of Civil Procedure § 1021.5 and/or other applicable law, to the extent permitted.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201–203

(AGAINST CORPORATE DEFENDANTS, AMESQUITA AND DOES 1-20)

58. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

59. At all times herein set forth, California Labor Code § 201 provides that if an employee involuntarily ends their employment with an employer, the wages earned and unpaid at the time their

employment ends are due and payable at the time of the employee's termination. Similarly, California Labor Code § 202 provides that if an employee voluntarily ends their employment with an employer, the wages earned and unpaid at the time their employment ends are due and payable within seventy-two (72) hours of the employee's separation of employment.

60. At all relevant times, California Labor Code § 558.1 was in full force and effect and was binding upon Defendants to the extent applicable. This statute provides that "any … person acting on behalf of an employer, who violates, or causes to be violated" § 203 "may be held liable as the employer for such violation." This includes any owner, director, officer, or managing agent of the employer. Plaintiff is informed and believes, and thereupon alleges, that AMESQUITA was a managing agent of the applicable entity Defendants and, in said capacity, exercised authority over Plaintiff's working conditions, scheduling, and employment practices, including those concerning meal periods and compensation. Plaintiff further alleges that, to the extent AMESQUITA exercised the requisite managing-agent authority and caused the violations alleged herein, AMESQUITA is individually liable pursuant to California Labor Code § 558.1.

61. During the relevant time period, in violation of California Labor Code §§ 201 and 202, Defendants failed to pay Plaintiff his wages earned and unpaid as of the day he was terminated and, as applicable, within the statutory period prescribed by law. Specifically, Defendants failed to compensate Plaintiff for all hours worked during periods improperly recorded as unpaid meal breaks and failed to pay applicable meal-period premium wages, which remained due and owing upon the termination of Plaintiff's employment.

62. California Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with California *Labor Code* §§ 201 and 202, any wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than thirty (30) days. Suit may be filed for these penalties at any time before the expiration of the statute of limitations on an action for the wages from which the penalties arise.

63. Pursuant to California *Labor Code* § 203, Plaintiff is entitled to recover from Defendants the statutory penalty for each day his earned and unpaid wages remained outstanding following the

termination of his employment, calculated at his applicable daily rate of pay, for a maximum of thirty (30) days. Plaintiff alleges that Defendants' failure to timely pay all wages due and owing was willful.

64. Plaintiff is entitled to recover all unpaid wages, and such general and special damages as may be appropriate, as well as interest on all due and unpaid wages, accrued from the date that the wages were due and payable, at the rate of interest specified in subdivision (b) of § 3289 of the *Civil Code*, and an award of reasonable of costs and reasonable attorneys' fees.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 & 512

(Against CORPORATE DEFENDANTS, AMESQUITA and DOES 1-20)

65. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

66. At all times herein set forth, California *Labor Code* § 218 authorizes employees to sue directly for any wages or penalties due to them under the California *Labor Code*.

67. At all relevant times, California *Labor Code* § 558.1 was in full force and effect and was binding upon Defendants to the extent applicable. This statute provides that "any … person acting on behalf of an employer, who violates, or causes to be violated" § 226.7 or any applicable provision regulating wages, hours, or working conditions under an Industrial Welfare Commission Wage Order "may be held liable as the employer for such violation." This includes any owner, director, officer, or managing agent of the employer. Plaintiff is informed and believes, and thereupon alleges, that AMESQUITA was a managing agent of the applicable entity Defendants and, in said capacity, exercised authority over Plaintiff's work assignments, scheduling, meal periods, and working conditions. Plaintiff further alleges that AMESQUITA participated in, directed, and/or caused the meal-period violations alleged herein and, to the extent he exercised the requisite managing-agent authority, is individually liable pursuant to California *Labor Code* § 558.1.

68. At all times herein set forth, the California Industrial Welfare Commission Wage Orders and California *Labor Code* §§ 226.7 and 512 were applicable to Plaintiff's employment with Defendants.

69. At all times herein set forth, California *Labor Code* § 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California Industrial Welfare Commission. Additionally, California *Labor Code* § 512 requires employers to provide employees with legally compliant meal periods, including an uninterrupted meal period of at least thirty (30) minutes for qualifying work periods, subject to applicable statutory exceptions and waivers.

70. During the relevant time period, Defendants, including AMESQUITA, failed to provide Plaintiff with timely, uninterrupted, and duty-free meal periods as required by California law. Specifically, Defendants subjected Plaintiff to substantial work demands and pressure to complete assigned tasks, causing Plaintiff to continue performing work during periods recorded as unpaid meal breaks. Although Plaintiff clocked out for his meal periods, he was not relieved of all duties and continued working for Defendants' benefit. Plaintiff would sometimes attempt to take his meal periods later during his shift, but these periods were not always a full, uninterrupted thirty (30) minutes. Defendants failed to provide Plaintiff with legally compliant meal periods and failed to pay the applicable meal-period premium wages for each workday on which a compliant meal period was not provided.

71. Defendants' conduct violates applicable orders of the California Industrial Welfare Commission and California *Labor Code* §§ 226.7 and 512(a). Plaintiff alleges that Defendants knew or should have known that he was performing work during periods recorded as unpaid meal breaks and failed to take reasonable measures to ensure that he was relieved of all duties and provided compliant meal periods.

72. Pursuant to California *Labor Code* §§ 226.7(b) & 1194 and *Civil Code* §§ 3287(b) and 3289, Plaintiff is entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period was not provided, interest on such compensation not paid, costs and attorneys' fees, and any other relief the court deems appropriate.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants and DOES 1-20, each of them, in an amount according to proof, as follows:

1. For general damages, in the amount of no less than $5,000,000, according to proof;

2. For special damages, in the amount of no less than $5,000,000, according to proof;

3. For actual, consequential, and incidental damages, in the amount of no less than $5,000,000, according to proof;

4. For past and/or future economic damages, including all past and/or future lost earnings, wages, and/or benefits, in the amount of no less than $5,000,000, according to proof;

5. For past and/or future non-economic damages, including all past and/or future physical injuries, emotional distress, pain, suffering, physical trauma, etc., in the amount of no less than $5,000,000, according to proof;

6. For punitive and exemplary damages in amount necessary to punish Defendants to deter any future similar unlawful conduct, according to proof;

7. For all compensation, civil penalties and/or statutory penalties owed, including as required under California *Labor Code*, among any other statutory or civil penalties owed arising from the causes of action pled herein;

8. For an injunctive and/or declaratory relief as requested herein where appropriate;

9. For prejudgment interest, according to proof;

10. For reasonable attorneys' fees and costs of suit incurred herein through the date of final judgment;

11. For experts' costs and fees incurred herein through the date of final judgment; and

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

Dated: November 9, 2026

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