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Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk**

SUPERIOR COURT OF THE STATE OF CALIFORNIA,

FOR THE COUNTY OF LOS ANGELES

JACOB THOMAS PURNELL, an Individual,

Plaintiff,

vs.

ELEMENT MATERIALS TECHNOLOGY AEROSPACE US LLC, a Delaware Limited Liability Company; ELEMENT MATERIALS TECHNOLOGY HOLDING USA INC., a Delaware Corporation; ELEMENT MATERIALS TECHNOLOGY HUNTINGTON BEACH LLC, a North Carolina Limited Liability Company; ELEMENT MATERIALS TECHNOLOGY LOS ANGELES LLC, a California Limited Liability Company; CHRISTINA RODRIQUEZ, an Individual; and DOES 1-20, inclusive,

Defendants.

Case Number: 26STCV35353

COMPLAINT FOR:

(1) Retaliation in Violation of FEHA;
(2) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 98.6;
(3) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 1102.5;
(4) Failure to Take All Reasonable Steps to Prevent and/or Remedy Retaliation;
(5) Wrongful Termination in Violation of Public Policy; and
(6) Defamation.

Jury Trial Demanded

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Plaintiff, Jacob Thomas Purnell, 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. Plaintiff has exhausted his administrative remedies by the timely request of a Right to Sue notice from the California Civil Rights Division within three years of the events alleged herein.

4. 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.

5. 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

6. Plaintiff, Jacob Thomas Purnell ("Plaintiff"), is and at all times relevant hereto was a resident in the County of Los Angeles, in the State of California.

7. Defendant Element Materials Technology Aerospace US LLC ("AEROSPACE") was and is, upon information and belief, a Delaware limited liability company doing business in the County of Los Angeles and throughout the State of California.

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8. Defendant Element Materials Technology Holding USA Inc. ("HOLDING") was and is, upon information and belief, a Delaware corporation doing business in the County of Los Angeles and throughout the State of California.

9. Defendant Element Materials Technology Huntington Beach LLC ("HUNTINGTON BEACH") was and is, upon information and belief, a North Carolina limited liability company doing business in the County of Los Angeles and throughout the State of California.

10. Defendant Element Materials Technology Los Angeles LLC ("LOS ANGELES") was and is, upon information and belief, a California limited liability company doing business in the County of Los Angeles and throughout the State of California.

11. Defendant Christina Rodriquez ("RODRIQUEZ") was and is, upon information and belief, an individual and at all times relevant hereto was a resident in the County of Los Angeles, in the State of California.

12. Defendants AEROSPACE, HOLDING, HUNTINGTON BEACH, and LOS ANGELES are hereinafter collectively referred to as the "ELEMENT DEFENDANTS."

13. The ELEMENT DEFENDANTS, RODRIQUEZ, and DOES 1–20 are referred to collectively as "Defendants."

14. 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.

15. 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.

16. 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.

17. At all times herein mentioned, Defendants, and each of them, including DOES 1–20, ratified each and every act or omission complained of herein, and/or committed such actions themselves on behalf of themselves and/or, with authorization, on behalf of each other. At all times herein mentioned, the Defendants, and each of them, engaged in acts alleged herein as the employer and/or as an authorized business-entity employer (as defined by California *Government Code* §12926(d)), and/or, at a minimum, aided and abetted the acts and omissions of each and all the other Defendants, in either actually and/or proximately causing the damages herein alleged. Likewise, at all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in actually and/or proximately causing the damages herein alleged.

GENERAL ALLEGATIONS

18. Defendant ELEMENT DEFENDANTS are affiliated entities operating within the Element Materials Technology corporate structure, which is a global provider of lab-based testing, inspection, and certification services. Through their respective operations and affiliated facilities, the ELEMENT DEFENDANTS provide and/or support testing, inspection, certification, and related services, including services within the aerospace and defense industries. ELEMENT DEFENDANTS operate several locations throughout the United States and internationally. At all relevant times, the ELEMENT DEFENDANTS, individually and/or collectively, were and are employers with hundreds of employees within the State of California and/or within this county. At all relevant times, the ELEMENT DEFENDANTS, individually and/or collectively, regularly employed five (5) or more persons and were employers and covered entities within the meaning of the California Fair Employment and Housing Act ("FEHA"), California *Government Code* §§ 12926(d) and 12940, and employers within the meaning of the California *Labor Code* and were subject to the provisions and requirements thereof. Plaintiff is informed and believes, and based thereon alleges, that the ELEMENT DEFENDANTS maintained

common ownership and/or management and operated as affiliated entities within a common corporate structure. Plaintiff further alleges, upon information and belief, that the ELEMENT DEFENDANTS exercised common control over employment policies, personnel practices, and/or employment decisions affecting Plaintiff, such that they operated as joint employers and/or an integrated enterprise. Plaintiff further alleges, to the extent supported by their actual corporate and operational relationships, that the ELEMENT DEFENDANTS were alter egos of one another, including that such a unity of interest and ownership existed that their separate corporate identities did not in reality exist, and that recognizing their separate identities would produce an inequitable result.

19. On or about August 5, 2024, ELEMENT DEFENDANTS hired Plaintiff as the Level III for Computed Radiography and Radiographic Testing. Plaintiff reported to Defendant's facility located at 18100 South Wilmington Avenue, Rancho Dominguez, County of Los Angeles, California 90220. Plaintiff's job duties included establishing testing techniques, writing and approving testing methods, giving instructions for testing procedures, answering audits, and ensuring compliance with applicable government laws and regulations. At all times while employed by ELEMENT DEFENDANTS, Plaintiff was a successful, productive, and devoted employee, performing all of his duties to Defendants' expectations and satisfaction.

20. Defendant RODRIQUEZ served as a managing agent of ELEMENT DEFENDANTS, possessing supervisory authority over Plaintiff and responsibility for his work assignments, performance evaluations, and the implementation of Defendant's employment policies and practices.

21. In or around February 2025, Plaintiff verbally reported to ELEMENT DEFENDANTS' managerial personnel that testing equipment had not been properly calibrated as required by government standards. Specifically, Plaintiff complained that the carbon image quality indicator was not being properly maintained, identified, and/or calibrated in accordance with applicable testing requirements and standards. Plaintiff's complaint was ignored by ELEMENT DEFENDANTS' managerial employees. Plaintiff reasonably believed that the practices he reported violated applicable state and/or federal laws, regulations, and government testing requirements, and that ELEMENT DEFENDANTS' continued failure to correct these practices constituted ongoing violations of the same.

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22. In or around April 2025, Plaintiff submitted a request to his manager, RODRIQUEZ, to take one day of vacation. Despite approving Plaintiff's vacation request, RODRIQUEZ nevertheless required Plaintiff to work remotely on that day. Upon his return, Plaintiff discovered that vacation hours had been deducted from his accrued vacation balance, despite having worked that day at RODRIQUEZ's direction. Plaintiff disputed the improper deduction with ELEMENT DEFENDANTS' Human Resources representatives. Although Human Resources subsequently restored Plaintiff's vacation hours, Plaintiff alleges that RODRIQUEZ began engaging in retaliatory conduct against him following his complaint. Plaintiff alleges that his complaints concerning the improper deduction of vacation hours and ELEMENT DEFENDANTS' requirement that he work during approved vacation time constituted the exercise of his rights under the California Labor Code, including his right to disclose information concerning his working conditions.

23. In or around April 2025, RODRIQUEZ began giving Plaintiff more tasks than he was previously assigned, causing him to work sixteen-hour shifts on multiple occasions. RODRIQUEZ began micromanaging Plaintiff's emails and making false claims about his work performance. RODRIQUEZ communicated to Plaintiff, Plaintiff's coworkers, and other nonmanagerial employees' false statements about Plaintiff's work performance. On many occasions, RODRIQUEZ sent emails to Plaintiff and other employees blaming Plaintiff for incidents that were not his fault.

24. In or around September 5, 2025, Plaintiff was placed on a performance improvement plan by RODRIQUEZ. Plaintiff alleges that the performance improvement plan was based, at least in part, on false and/or exaggerated accusations concerning his work performance and was imposed in retaliation for his prior complaints and objections.

25. In or around October 2025, in a further act of retaliation against Plaintiff, RODRIQUEZ extended the performance improvement plan for another thirty days, stating that she found more issues with Plaintiff's performance. Plaintiff alleges that the extension was unwarranted and constituted a continuation of the retaliatory treatment to which Defendants subjected him to.

26. In or around October 2025, Plaintiff once again reported that the carbon image quality indicator was not being properly maintained, identified, and/or calibrated in accordance with applicable testing requirements and standards. This time, Plaintiff put his concerns in an email and escalated his

complaints to ELEMENT DEFENDANTS' upper management. Plaintiff reasonably believed that ELEMENT DEFENDANTS' testing and inspection practices violated applicable state and/or federal laws, regulations, and government testing requirements, and reported these concerns to ELEMENT DEFENDANTS' upper management in an effort to prevent and/or remedy the suspected unlawful practices.

27. Following his email, on or about October 28, 2025, Defendants placed Plaintiff on paid administrative leave pending an investigation into his complaint. Thus, Defendants subjected Plaintiff to retaliation by removing him from his regular work duties and placing him on administrative leave shortly after he escalated his concerns regarding practices he reasonably believed violated the law.

28. Some time prior to his termination in 2025, Plaintiff bore witness to an act of discrimination by one of Defendant's managerial employees. Specifically, a managerial employee targeted a native Spanish-speaking employee that Plaintiff oversaw for a perceived language barrier. Plaintiff told the manager to stop, saying that his targeting of the employee was racial discrimination and gender discrimination. When Plaintiff presented the situation to RODRIQUEZ, he was dismissed and told to mind his own business. Rather than acknowledging or addressing Plaintiff's concerns, neither RODRIQUEZ nor Defendant's Human Resources representatives took appropriate steps to investigate or remedy the reported discriminatory conduct

29. On or about November 10, 2025, Defendants committed its final act of retaliation against Plaintiff by terminating his employment. Specifically, ELEMENT DEFENDANTS' Human Resources representative and a General Manager informed Plaintiff by telephone that his employment was being terminated, citing alleged unethical conduct and performance-related deficiencies. Plaintiff alleges that Defendant's purported reasons for his termination were false and pretextual, particularly given that he had formally escalated his complaints concerning suspected unlawful practices less than one month earlier.

30. Plaintiff is informed and believes, and based thereon alleges, that ELEMENT DEFENDANTS and RODRIQUEZ communicated false and/or misleading statements concerning Plaintiff's work performance to persons involved in the termination decision and, upon information and belief, to other third parties. To the extent ELEMENT DEFENDANTS and/or RODRIQUEZ

communicated to persons other than Plaintiff that Plaintiff had engaged in sustained performance deficiencies, failed to fulfill his professional responsibilities, and/or engaged in unethical conduct, Plaintiff alleges that such statements were false, that ELEMENT DEFENDANTS and RODRIQUEZ knew or recklessly disregarded their falsity, and that they were communicated as part of the pretextual justification for Plaintiff's termination.

31. Plaintiff alleges that ELEMENT DEFENDANTS and RODRIQUEZ knew before and at the time of Plaintiff's termination that Plaintiff had not engaged in the sustained performance failures and/or unethical conduct identified as the stated basis for his termination. Plaintiff is informed and believes, and based thereon alleges, that any publication by ELEMENT DEFENDANTS and/or RODRIQUEZ of these stated reasons to third parties was made despite knowledge of their falsity and for the purpose of creating and/or perpetuating a false justification for Plaintiff's termination.

32. To the extent ELEMENT DEFENDANTS and/or RODRIQUEZ published the foregoing false performance-based statements to third parties, Plaintiff alleges that such publications were knowingly false, malicious, and injurious to Plaintiff's professional reputation. Plaintiff further alleges that any otherwise applicable qualified privilege was exceeded and/or defeated by actual malice and unnecessary publication to persons having no legitimate business need to receive the statements.

33. 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.

34. At all times, Defendants' rationale for terminating Plaintiff, i.e. that he was "unethical", was no more than a thinly veiled pretext to mask Defendants' true motivations and malice. In reality, ELEMENT DEFENDANTS wrongfully terminated Plaintiff because of his complaints and concerns regarding the unlawful business practices and discrimination occurring in the workplace, his resistance to the same and his refusal to participate in the same. Had Plaintiff not made such complaints and/or had

he succumbed to Defendants' pressure to participate, ELEMENT DEFENDANTS would not have retaliated against and/or wrongfully terminated Plaintiff. In addition to its wrongful termination of Plaintiff, Defendants engaged in retaliatory acts against Plaintiff, including but not limited to, placing him on a performance improvement plan, placing him on administrative leave, and spreading false statements about him, thus negatively altering the terms and conditions of his employment as well as preventing Plaintiff from the benefits and enjoyment of his employment.

35. 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 ELEMENT DEFENDANTS, 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 IN VIOLATION OF FEHA

(AGAINST ELEMENT DEFENDANTS AND DOES 1-20)

36. 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.

37. At all times relevant to this action, California *Government Code* § 12940(h) and the FEHA, which prohibits retaliation in the workplace based on one engaging in protected activities, including opposing, reporting, and/or complaining of discrimination in the workplace, was in full force and effect and was binding upon Defendant.

38. Plaintiff engaged in protected activities within the meaning of the FEHA, California *Government Code* § 12940(h), including, but not limited to, opposing and complaining of discrimination in the workplace. Specifically, Plaintiff opposed what he reasonably believed to be unlawful

discrimination against a subordinate employee based on race, national origin, and/or sex or gender, and reported his concerns to Defendant's managerial personnel.

39. Defendants, acting in direct retaliation for Plaintiff engaging in these protected activities, as described above, retaliated against Plaintiff by, *inter alia*, denying Plaintiff an investigation of his complaints, increasing his workload, micromanaging him, subjecting Plaintiff to unjust criticism or ridicule, making false accusations concerning his work performance, subjecting Plaintiff to an unwarranted performance improvement plan and extending the same, placing Plaintiff on administrative leave, wrongfully terminating him, defaming him and/or by committing other adverse employment actions against Plaintiff which negatively and permanently altered the terms and conditions of Plaintiff's employment, whether in part or in whole, because of Plaintiff having engaged in protected activities, as alleged herein. In so doing, Defendants, and each of them, violated the FEHA and California *Government Code* § 12940(h).

40. 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 also claims such amounts as damages pursuant to California *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 and physical injuries, including, but not limited to, personal injuries, physical trauma, emotional distress, emotional trauma, physical manifestations of emotional distress, humiliation, embarrassment, shame, pain and suffering, personal inconvenience, sickness, illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

42. The conduct of Defendants in retaliating against Plaintiff subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was anticipated by Defendant 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 corporation 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 *Government Code* §§ 12965 & 12970.

43. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is entitled to recover pursuant to California *Government Code* § 12965.

SECOND CAUSE OF ACTION

RETALIATION AND/OR WRONGFUL TERMINATION

IN VIOLATION OF LABOR CODE § 98.6

(AGAINST ELEMENT 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. California *Labor Code* § 98.6 provides that an employer shall not "in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment" because the employee has made a written or oral complaint that they are owed unpaid wages and/or has exercised rights afforded under the California *Labor Code*.

46. As alleged herein, and in violation of California *Labor Code* § 98.6, Defendants and DOES 1–20, and each of them, retaliated against Plaintiff and/or wrongfully terminated his employment, whether in part or in whole, because of Plaintiff's complaints of Defendants' violations of the California *Labor Code* relating to the improper deduction of his accrued vacation hours despite having performed work at RODRIQUEZ's direction during an approved vacation day. Specifically, Plaintiff complained to ELEMENT DEFENDANTS' Human Resources representatives regarding the improper deduction of his vacation hours, after which he was subjected to increased workloads, excessive scrutiny, unjustified criticism, false accusations concerning his work performance, an unwarranted performance improvement plan and its subsequent extension, administrative leave, and ultimately termination of his

employment, thereby violating California *Labor Code* § 98.6.

47. As a direct, legal, and/or 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 California *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 show 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. In addition to all lost wages, work benefits, incidental damages, consequential damages, general damages and special damages owed by Defendants due to their unlawful conduct, pursuant to California *Labor Code* § 98.6(b)(3), Plaintiff is owed a civil penalty of $10,000.

51. 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 HUNTINGTON BEACH, and/or *Code of Civil Procedure* § 1021.5 as against the applicable Defendants, Plaintiff is entitled to recover attorneys' fees and costs.

THIRD CAUSE OF ACTION

RETALIATION AND/OR WRONGFUL TERMINATION

IN VIOLATION OF LABOR CODE § 1102.5

(AGAINST ELEMENT DEFENDANTS AND DOES 1-20)

52. 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.

53. 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..."

54. 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..."

55. 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."

56. At all times, and as fully elaborated above, Plaintiff complained to Defendants about, resisted and refused to participate in, tolerate and/or allow, Defendants' unlawful testing, inspection, and certification practices, including the improper maintenance, identification, and/or calibration of testing equipment and complaint of Defendants' Discrimination of an employee based on race, national origin, and/or sex or gender, which Plaintiff reasonably believed violated applicable government laws, regulations, and testing requirements. Plaintiff reported these concerns to Defendants' managerial personnel and subsequently escalated his complaints to upper management. In response, and as a direct result of Plaintiff's complaints of and/or resistance to such unlawful practices and work environment, Defendants and DOES 1–20 retaliated against and wrongfully terminated Plaintiff, thereby violating California *Labor Code* § 1102.5 et seq.

57. 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 California *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount according to proof.

58. 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 show to proof at trial.

59. 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 Defendants 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.

60. 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 HUNTINGTON BEACH, and/or *Code of Civil Procedure* § 1021.5 as against the applicable Defendants, Plaintiff is entitled to recover attorneys' fees and costs.

FOURTH CAUSE OF ACTION

FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT AND/OR REMEDY RETALIATION

(AGAINST ELEMENT DEFENDANTS AND DOES 1- 20)

61. 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.

62. At all times relevant to this action, California *Government Code* § 12940(k), and the FEHA was in full force and effect and was binding upon Defendants and each of them.

63. In violation of California *Government Code* § 12940(k), Defendant failed to take immediate and appropriate corrective action to prevent and/or remedy the retaliation to which Plaintiff was subjected. Specifically, despite having knowledge of Plaintiff's complaints concerning perceived unlawful discrimination against a subordinate employee, Defendant failed to take reasonable steps to investigate, prevent, and/or remedy the retaliatory conduct directed toward Plaintiff, thereby permitting a retaliatory work environment to persist. Likewise, by retaliating against Plaintiff, subjecting him to unwarranted disciplinary measures, refusing to investigate his complaints, wrongfully placing him on administrative leave, wrongfully terminating him, and/or committing other adverse employment actions against Plaintiff because he engaged in protected activities under the FEHA, all as described herein,

Defendants failed to take immediate and appropriate corrective action to prevent and/or remedy the retaliation to which Plaintiff was subjected.

64. At all times, Defendant knew of its legal obligations to maintain legally compliant policies and procedures, knew of its obligations to properly train its employees regarding applicable discrimination and retaliation laws, knew of Plaintiff's complaints concerning perceived discrimination against a subordinate employee, and knew of its legal obligations to prevent Plaintiff from being subjected to retaliation for opposing and/or reporting such discrimination, but disregarded these duties and, instead, retaliated against Plaintiff and ultimately wrongfully placed him on administrative leave and terminated his employment. Rather than taking reasonable steps to prevent and remedy retaliation, Defendant, via its managing agents, continued to intentionally and maliciously retaliate against Plaintiff through the end of his employment.

65. As a direct and proximate result of Defendant's 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 Plaintiff's field and damage to Plaintiff's 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 California *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest, all in an amount according to proof.

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

67. The conduct of Defendants in failing to prevent and/or remedy retaliation 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 corporation 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 *Government Code* §§ 12965 & 12970.

68. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is entitled to recover pursuant to California *Government Code* § 12965.

FIFTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(AGAINST ELEMENT DEFENDANTS AND DOES 1-20)

69. 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.

70. At all relevant times mentioned in this complaint, Article I, Section 8 of the California Constitution was 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, California requires that employers refrain from terminating a person and/or employee for engaging in protected activities, including but not limited to opposing and/or reporting perceived unlawful discrimination, complaining of violations of the California *Labor Code*, disclosing information concerning working conditions, reporting suspected violations of applicable laws and regulations, and/or refusing to participate in unlawful practices, including but not limited to those described under the FEHA, California *Labor Code* §§ 98.6, 232.5, and 1102.5, California *Government Code* § 12940 *et seq.*, and/or other state and/or federal statutes and/or common law prohibiting unlawful retaliation and wrongful termination, which were in full force and effect and were binding on Defendant. 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.

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71. During Plaintiff's employment with Defendants, Plaintiff engaged in protected activities, including reporting suspected violations of applicable government testing and inspection requirements, opposing and complaining of perceived discrimination against a subordinate employee, disclosing information concerning his working conditions, including Defendant's requirement that he work during an approved vacation day despite the deduction of his accrued vacation hours, and complaining to Defendant's Human Resources representatives concerning the improper deduction of his accrued vacation hours. Plaintiff further alleges that he opposed and resisted practices he reasonably believed to be unlawful.

72. On the basis of Plaintiff's protected activities and/or his opposition to Defendant's suspected unlawful practices, Defendant decided to wrongfully terminate Plaintiff's employment in direct contravention of well-settled California public policy protecting him from retaliation and wrongful termination, including but not limited to the FEHA, California *Labor Code* §§ 98.6, 232.5, and 1102.5, California Government Code § 12940 *et seq.*, and/or other applicable state and federal laws prohibiting retaliation against employees who engage in legally protected activities.

73. 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 California *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

74. 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, etc. all to Plaintiff's damages in an amount to be shown according to proof.

75. The conduct of Defendants 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 corporation 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 at trial.

76. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is entitled to recover pursuant to *Code of Civil Procedure* § 1021.5.

SIXTH CAUSE OF ACTION

DEFAMATION

(AGAINST ELEMENT DEFENDANTS, RODRIQUEZ AND DOES 1-20)

77. 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.

78. Plaintiff alleges that Defendants and RODRIQUEZ falsely stated, in substance, that Plaintiff had engaged in sustained performance deficiencies, failed to adequately perform his professional responsibilities, and/or engaged in unethical conduct. Plaintiff alleges that these statements were false because Plaintiff satisfactorily performed his job duties and had not engaged in the performance failures or unethical conduct attributed to him.

79. Plaintiff is informed and believes, and based thereon alleges, that Defendants and RODRIQUEZ communicated the foregoing performance-based accusations to persons other than Plaintiff, including persons involved in Plaintiff's termination and, upon information and belief, other third parties. Plaintiff alleges that such persons understood the statements to concern Plaintiff and his performance as a Level III for Computed Radiography and Radiographic Testing and understood the statements to mean that Plaintiff had failed to adequately and competently perform the essential duties of his position.

80. Plaintiff further alleges that, in the months preceding his termination, RODRIQUEZ communicated false statements concerning Plaintiff's work performance to Plaintiff's coworkers and other nonmanagerial employees. Such statements included, in substance, accusations that Plaintiff was responsible for work-related incidents and performance deficiencies that were not attributable to him. Plaintiff further alleges that RODRIQUEZ communicated these accusations through emails directed to Plaintiff and other employees, thereby publishing the allegedly false statements to third parties.

81. The foregoing performance-based statements were false and defamatory because they falsely imputed Plaintiff an inability, unwillingness, and/or failure to competently perform the duties of his occupation and directly tended to injure Plaintiff with respect to his profession, trade, and business.

82. At the time the foregoing statements were made and published, Defendants and RODRIQUEZ knew that the statements were false and/or lacked reasonable grounds for believing them to be true. RODRIQUEZ supervised Plaintiff, was familiar with Plaintiff's work, and knew or reasonably should have known that the performance deficiencies and work-related incidents attributed to Plaintiff were false and/or misleading. Plaintiff further alleges that RODRIQUEZ communicated these accusations to other employees despite her knowledge of their falsity and subsequently relied upon similar accusations to justify adverse employment actions against Plaintiff.

83. Plaintiff alleges that the foregoing circumstances demonstrate that the performance-based accusations were not made as a good-faith assessment of Plaintiff's job performance, but were instead knowingly false and/or made without reasonable grounds for believing them to be true and were used as a pretextual justification for Plaintiff's termination.

84. To the extent Defendants and/or RODRIQUEZ contend that any publication concerning Plaintiff's employment or termination was subject to a qualified common-interest privilege under California *Civil Code* § 47(c), Plaintiff alleges that any such privilege was exceeded and/or defeated by actual malice. Defendants and RODRIQUEZ knew the performance-based accusations were false and/or lacked reasonable grounds for believing them to be true and nevertheless communicated the accusations to third parties. Plaintiff further alleges that any publication to persons having no legitimate business need to receive the statements exceeded the scope of any otherwise applicable privilege.

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85. The foregoing false statements concerning Plaintiff's alleged performance deficiencies and failure to competently perform the essential duties of his position constituted defamation, including libel and/or slander per se pursuant to California *Civil Code* §§ 45 and 46(3), as applicable, because the statements directly tended to injure Plaintiff with respect to his occupation by falsely imputing an inability or failure to competently perform the essential duties of his position.

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

87. As a direct and proximate result of Defendants' and RODRIQUEZ's conduct, Plaintiff has sustained and continues to suffer emotional distress and other non-economic harm, including emotional trauma, humiliation, embarrassment, personal inconvenience, and loss of enjoyment, all in an amount to be shown according to proof at trial.

88. The conduct of Defendants and RODRIQUEZ in defaming Plaintiff was intentional, malicious, and undertaken in conscious disregard of Plaintiff's rights. Plaintiff is informed and believes, and based thereon alleges, that RODRIQUEZ's conduct was authorized, approved, adopted, and/or ratified by Defendants through their officers, directors, and/or managing agents. As a consequence of the foregoing malicious and oppressive conduct, Plaintiff seeks punitive and exemplary damages against Defendants and RODRIQUEZ in an amount according to proof at trial.

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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