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12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF SAN BERNARDINO**

15 CARLOS AMARO, individually and on behalf
16 of all others similarly situated

Case No.

CIVSB2516671

COMPLAINT

17 Plaintiff(s),

18 v.

19 PARTNERSHIP STAFFING SOLUTIONS
20 LLC; and DOES 1 through 100,

21 Defendant(s).

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Violation of Unfair Competition Law
5. Failure to Pay All Overtime Owed
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Private Attorneys General Act
9. Disability Discrimination
10. Failure to Accommodate Disability
11. Failure to Engage in Interactive Process
12. Wrongful Termination in Violation of Public Policy

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1 **RELEVANT PARTIES**

2 1. Plaintiff Carlos Amaro ("Plaintiff") is an adult resident of Riverside County, California, and
3 was at all times relevant residing in Riverside County, California.

4 2. Defendant Partnership Staffing Solutions LLC ("Defendant") is a California entity with its
5 principal place of business located in Los Angeles County, California. Defendant is registered to
6 and does conduct business in the State of California and is subject to the laws of the State of
7 California. All acts and omissions of Defendant employees as alleged herein occurred while
8 they were acting within the course and scope of their employment.

9 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
10 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such
11 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
12 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
13 informed and believes, and based on such information and belief alleges, that each of the fictitiously
14 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
15 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
16 and Doe Defendants are collectively referred to as "Defendants".

17 **JURISDICTION AND VENUE**

18 4. This action is properly filed in San Bernardino County because the acts and omissions that
19 give rise to Plaintiff's claims took place in San Bernardino County, and Defendants transact
20 substantial business in this County.

21 5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
22 alleged herein occurred in San Bernardino County, California and Plaintiff suffered damages from
23 such conduct within San Bernardino County, California.

24 **FACTUAL ALLEGATIONS**

25 6. At all times relevant, Plaintiff was Defendants' employee.

26 7. In or about July 2023, Defendant hired Plaintiff as a W-2 employee to work at Robertson's
27 Ready Mix in Redlands, California.

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1 8. Plaintiff was hired as a general laborer but was assigned maintenance duties including fixing
2 motors, replacing belts, and performing other tasks typically reserved for experienced workers.

3 9. On or about November 15, 2023, Plaintiff suffered a workplace injury to his back while
4 performing belting work.

5 10. Plaintiff immediately reported his injury to his supervisor Jaime de la Torre.

6 11. Instead of providing proper accommodation or medical care, Defendant only provided
7 Plaintiff with painkillers.

8 12. When Plaintiff reported his injury to Defendant Partnership Staffing, they told him either to
9 continue working or they would send someone else to replace him.

10 13. Despite experiencing significant back pain, Plaintiff continued working due to fear of losing
11 his job.

12 14. Defendant failed to provide any accommodations for Plaintiff's injury and required him to
13 perform the same duties that caused his injury.

14 15. Defendants failed to engage in the interactive process in order to accommodate Plaintiff's
15 disability.

16 16. In or about December 2023, approximately two to three weeks after Plaintiff's injury report,
17 Defendant terminated Plaintiff's employment, claiming there was "no more work."

18 17. Shortly after Plaintiff's termination, Defendant hired someone else to replace him, making
19 clear that the claimed reason for terminating Plaintiff was pretextual.

20 18. Throughout Plaintiff's employment, Defendant required him to work off the clock at least
21 once after his shift ended.

22 19. Defendant only provided Plaintiff with 10-minute rest breaks "a couple of times" during his
23 entire employment.

24 20. Defendant required Plaintiff to remain in the lunchroom during meal breaks.

25 21. Plaintiff's meal breaks were frequently interrupted to handle equipment issues, particularly
26 to address problems with motors.

27 22. When Plaintiff's meal breaks were interrupted, he was allowed to take his break after
28 completing the work.

23. Because Plaintiff worked off the clock, Plaintiff was also not properly compensated overtime for all hours over 8 in a day and 40 in a workweek.

24. Defendants are a temporary services employer as defined in Labor Code section 201.3 and was therefore required to pay Plaintiff and the Aggrieved Employees on a weekly basis. However, Defendants paid Plaintiff and the Aggrieved Employees on a bi-weekly basis in violation of the Labor Code.

PAGA ALLEGATIONS

25. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

26. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

27. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

28. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

29. On January 6, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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1 30. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 31. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to January 6, 2025, through
6 final disposition of this action.”

7 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

8 32. On June 2, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil
9 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
10 Retaliation against Defendant. On June 2, 2025, the CCRD issued a Notice of Case Closure and
11 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
12 order to enforce their rights under FEHA.

13 33. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
14 prerequisite to filing this action.

15 **FIRST CAUSE OF ACTION**

16 **Failure to Provide Compliant Meal Periods**

17 **By Plaintiff Against All Defendants**

18 34. Plaintiff incorporates by reference the paragraphs above.

19 35. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
20 employee for a work period of more than five hours per day without providing the employee with a
21 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
22 without providing the employee with a second meal period of not less than 30 minutes”.

23 36. An employer provides compliant meal breaks to its employees “if it relieves its employees
24 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
25 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
26 1004, 1040 (2012)).

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37. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. (*Brinker*, supra).

38. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

39. For each day that Defendants failed to provide Plaintiff with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

40. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal break was missed.

41. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

42. Plaintiff incorporates by reference the paragraphs above.

43. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

44. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016)).

45. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

46. For each day that Defendants failed to provide Plaintiff with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

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1 47. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
2 break was missed.

3 48. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
4 penalties, attorney fees, and costs.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay for All Hours Worked**

7 **By Plaintiff Against All Defendants**

8 49. Plaintiff incorporates by reference the paragraphs above.

9 50. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
10 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
11 40 hours in a workweek.

12 51. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

13 52. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
14 penalties, attorney fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **Violation of Unfair Competition Law**

17 **By Plaintiff Against All Defendants**

18 53. Plaintiff incorporates by reference the paragraphs above.

19 54. Defendants' conduct described herein constitutes unfair competition.

20 55. Specifically, Defendants have gained an unfair advantage over other similarly situated
21 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
22 owed.

23 56. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
24 wrongfully withheld wages.

25 57. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Overtime Owed**

3 **By Plaintiff Against All Defendants**

4 58. Plaintiff incorporates by reference the paragraphs above.

5 59. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
6 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
7 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
8 one-half times the regular rate of pay for an employee.”

9 60. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

10 61. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
11 interest, penalties, attorney fees, and costs.

12 **SIXTH CAUSE OF ACTION**

13 **Wage Statement Penalties**

14 **By Plaintiff Against All Defendants**

15 62. Plaintiff incorporates by reference the paragraphs above.

16 63. Labor Code section 226(a) requires employers to provide itemized wage statements to its
17 employees that identify accurate information regarding their compensation. Defendants, as a matter
18 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
19 statements to Plaintiff in violation of Labor Code section 226(a).

20 64. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
21 and incomplete.

22 65. Defendants knowingly and intentionally issued wage statements that were inaccurate and
23 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
24 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

25 66. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
26 costs.

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1 **SEVENTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 67. Plaintiff incorporates by reference the paragraphs above.

5 68. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 69. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 70. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
13 conclusion of employment.

14 71. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **Private Attorneys General Act**

18 **By Plaintiff and the Aggrieved Employees Against All Defendants**

19 72. Plaintiff incorporates by reference the paragraphs above.

20 73. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
21 violation(s) of the Labor Code.

22 74. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

23 75. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
24 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
25 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

26 76. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
27 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
28 the penalties in Labor Code section 2699 apply.

1 77. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 78. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
5 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
6 the manner alleged herein.

7 79. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
8 to Labor Code section 2699(g).

9 **NINTH CAUSE OF ACTION**

10 **Violation of California Government Code § 12940 et seq. – Discrimination based on Disability**

11 **By Plaintiff Against All Defendants**

12 80. Plaintiff incorporates by reference the paragraphs above.

13 81. Government Code § 12940(a) prohibits an employer from discriminating against an
14 employee in compensation or in terms, conditions, or privileges of employment because of the
15 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
16 condition" or "sex."

17 82. During their employment with Defendants, Plaintiff was subjected to discrimination based
18 on their disability/injury (described supra).

19 83. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
20 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
21 below.

22 **TENTH CAUSE OF ACTION**

23 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

24 **By Plaintiff Against All Defendants**

25 84. Plaintiff incorporates by reference the paragraphs above.

26 85. At all relevant times herein, Plaintiff was an individual with a disability as defined by
27 FEHA.

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1 86. FEHA requires an employer to make reasonable accommodations for the known disabilities
2 of employees to enable them to perform a position's essential functions, unless doing so would
3 produce undue hardship to the employer's operations. Govt. Code §12940(m).

4 87. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
5 accommodations, as set forth herein.

6 88. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
7 with their disability.

8 89. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
9 required by law, to Plaintiff (described supra).

10 90. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
11 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
12 stated below.

13 **ELEVENTH CAUSE OF ACTION**

14 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**
15 **Process**

16 **By Plaintiff Against All Defendants**

17 91. Plaintiff incorporates by reference the paragraphs above.

18 92. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

19 93. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
20 process with an employee to determine effective reasonable accommodations if an employee with a
21 disability so requests. The interactive process is the key mechanism for facilitating the integration of
22 disabled employees in the workplace and liability may be imposed on the employer for failing to
23 engage in the process.

24 94. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
25 accommodations, as set forth herein.

26 95. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
27 with their disability.

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1 96. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
2 engaged in unlawful employment practices when they failed and refused to engage in the interactive
3 process (described supra).

4 97. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
5 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
6 damage as stated below.

7 **TWELFTH CAUSE OF ACTION**

8 **Wrongful Termination in Violation of Public Policy**

9 **By Plaintiff Against All Defendants**

10 98. Plaintiff incorporates by reference the paragraphs above.

11 99. At all times mentioned in this complaint, it was a fundamental policy of the State of
12 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
13 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
14 engagement in protected activity.

15 100. At all times mentioned in this complaint, it was a fundamental policy of the State of
16 California that Defendants cannot discriminate against an employee on the basis of sustaining a
17 workplace injury or seeking workers compensation benefits.

18 101. Based on the actions described above, Defendants terminated Plaintiff for engaging in
19 protected activity.

20 102. Based on the actions described above, Defendants terminated Plaintiff for sustaining a
21 workplace injury.

22 103. Defendants actions were in violation of California Public Policy.

23 104. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
24 will continues to suffer damages, as stated below.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 **First Cause of Action**

- 4 1. One (1) additional hour of wages at Plaintiff's regular rate of pay for each workday on
5 which a compliant meal period was not provided (§ 226.7 (c));
6 2. Civil penalties authorized by Lab. Code § 558 for each violation;
7 3. Restitution of all unpaid premium wages under Bus. & Prof. Code § 17203;
8 4. Pre-judgment and post-judgment interest;
9 5. Reasonable attorney's fees and costs pursuant to Lab. Code § 218.5; and
10 6. Such other and further relief as the Court deems just and proper.

11 **Second Cause of Action**

- 12 1. One (1) additional hour of wages at the regular rate for each workday a rest period was not
13 authorized or permitted (§ 226.7 (c));
14 2. Civil penalties under Lab. Code § 558;
15 3. Restitution of unpaid premium wages (§ 17203);
16 4. Pre- and post-judgment interest;
17 5. Attorney's fees and costs (Lab. Code § 218.5); and
18 6. Such other and further relief as the Court deems just and proper.

19 **Third Cause of Action**

- 20 1. All unpaid minimum wages;
21 2. Liquidated damages equal to the unpaid minimum wages (§ 1194.2);
22 3. Statutory penalties under §§ 558 & 1197.1;
23 4. Restitution of unpaid wages (§ 17203);
24 5. Pre- and post-judgment interest;
25 6. Attorney's fees and costs (§ 1194, § 218.5); and
26 7. Such other and further relief as the Court deems just and proper.

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1 Fourth Cause of Action

- 2 1. Restitution of all wages, premium pay, and other monies wrongfully withheld;
3 2. Disgorgement of all ill-gotten gains to prevent unjust enrichment;
4 3. Permanent injunctive relief prohibiting continued unlawful practices and requiring future
5 compliance;
6 4. Declaratory relief that the challenged practices violate California law;
7 5. Attorney's fees and costs in the public interest (CCP § 1021.5);
8 6. Pre- and post-judgment interest; and
9 7. Such other and further relief as the Court deems just and proper.

10 Fifth Cause of Action

- 11 1. Unpaid overtime premiums (time-and-a-half or double-time, as applicable);
12 2. Liquidated damages where recoverable (§ 1194.2);
13 3. Civil penalties under Lab. Code § 558;
14 4. Pre- and post-judgment interest;
15 5. Attorney's fees and costs (§ 1194); and
16 6. Such other and further relief as the Court deems just and proper.

17 Sixth Cause of Action

- 18 1. Statutory penalties for each initial and subsequent wage-statement violation (§ 226 (e));
19 2. Injunctive relief compelling issuance of accurate, itemized wage statements (§ 226 (h));
20 3. Pre- and post-judgment interest;
21 4. Attorney's fees and costs (§ 226 (e)); and
22 5. Such other and further relief as the Court deems just and proper.

23 Seventh Cause of Action

- 24 1. Continuation wages (waiting-time penalties) for up to thirty (30) days at the average daily
25 rate (§ 203);
26 2. Pre- and post-judgment interest;
27 3. Attorney's fees and costs (§ 218.5); and
28 4. Such other and further relief as the Court deems just and proper.

1 Eighth Cause of Action

- 2 1. All civil penalties recoverable under Lab. Code §§ 558, 226.3, 1197.1, 2699, and any other
3 applicable sections—with 75 percent to the LWDA and 25 percent to aggrieved employees;
4 2. Public injunctive and declaratory relief enjoining Defendants from further Labor Code
5 violations (§ 2699 (k)(1));
6 3. Reasonable attorney’s fees and litigation costs (§ 2699 (g)(1));
7 4. Administrative and filing fees recoverable under § 2699;
8 5. Pre- and post-judgment interest; and
9 6. Such other and further relief as the Court deems just and proper.

10 Ninth Cause of Action

- 11 1. Back pay, including lost wages, benefits, and bonuses from the date of discrimination to
12 judgment;
13 2. Front pay or reinstatement to Plaintiff’s former position (with reasonable accommodation),
14 whichever is more equitable;
15 3. Compensatory damages for emotional distress, humiliation, and mental anguish
16 (§ 12965 (c)(1));
17 4. Punitive (exemplary) damages under Civ. Code § 3294;
18 5. Declaratory relief that Defendants’ conduct was unlawful;
19 6. Injunctive relief requiring policy changes, training, and removal of adverse records;
20 7. Pre- and post-judgment interest;
21 8. Attorney’s fees and costs as the prevailing party (§ 12965 (b)); and
22 9. Such other and further relief as the Court deems just and proper.

23 Tenth Cause of Action

- 24 1. Reinstatement with reasonable accommodation, or front pay in lieu thereof;
25 2. Back pay and lost employment benefits;
26 3. Compensatory damages for emotional distress;
27 4. Punitive damages (Civ. Code § 3294);

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5. Declaratory and injunctive relief compelling lawful accommodations and policy changes;
6. Pre- and post-judgment interest;
7. Attorney's fees and costs (§ 12965 (b)); and
8. Such other and further relief as the Court deems just and proper.

Eleventh Cause of Action

1. Reinstatement with appropriate accommodations, or front pay;
2. Back pay and lost benefits;
3. Compensatory damages for emotional distress;
4. Punitive damages (Civ. Code § 3294);
5. Injunctive relief mandating a good-faith interactive process and related training;
6. Pre- and post-judgment interest;
7. Attorney's fees and costs (§ 12965 (b)); and
8. Such other and further relief as the Court deems just and proper.

Twelfth Cause of Action

1. Back pay (lost wages, benefits, and other compensation) from the termination date to judgment;
2. Front pay or reinstatement, whichever provides fuller relief;
3. General (non-economic) damages for emotional distress, pain, and suffering;
4. Punitive damages under Civ. Code § 3294;
5. Pre- and post-judgment interest;
6. Costs of suit (CCP §§ 1032–1033.5); and
7. Such other and further relief as the Court deems just and proper.

DATED: June 10, 2025

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG

Attorney for Plaintiff
CARLOS AMARO,
individually and on behalf of all
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