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9 individually and on behalf of all others similarly situated

10 **IN THE SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**

12 TIMOTHY LANCE ERZINGER, individually
13 and on behalf of all others similarly situated,

14 Plaintiff(s),

15 v.

16 INTERNATIONAL LINE BUILDERS, INC;
17 and DOES 1 through 100,

18 Defendant(s).

Case No. CIVSB2602879

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Work-Related Expenses
6. Wage Statement Violations
7. Waiting Time Violations
8. Violation of Unfair Competition Law
9. Private Attorneys General Act
10. Discrimination based on Disability
11. Discrimination based on Age
12. Violation of Government Code § 12940(m) - Failure to Accommodate Disability
13. Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive Process
14. Violation of California Government Code § 12940 (h) - Retaliation
15. Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting Accommodation

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**16. Violation of California Government
Code § 12940(k) – Failure to Prevent
Discrimination, Harassment, and
Retaliation**
**17. Wrongful Termination in Violation of
Public Policy**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Timothy Lance Erzinger (“Plaintiff”) is an adult resident of San Bernardino County, California, and was at all times relevant residing in San Bernardino County, California. Defendant International Line Builders, Inc (“Defendant”) is a Delaware corporation with its principal place of business located in Tualatin, Oregon. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.
2. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

JURISDICTION AND VENUE

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

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1 4. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
2 alleged herein occurred in San Bernardino County, California and Plaintiff suffered damages from
3 such conduct within San Bernardino County, California.

4 **FACTUAL ALLEGATIONS**

5 5. At all times relevant, Plaintiff was Defendants' employee.

6 6. Plaintiff was employed by Defendants from in or about September 2015 through August
7 2025.

8 7. Plaintiff's job position was Heavy Equipment Mechanic, and he was classified as a non-
9 exempt employee.

10 8. Plaintiff worked at multiple locations for Defendant, including Riverside and Chino Hills.

11 9. Plaintiff was paid \$38.65 per hour and worked ten-hour days, five days a week.

12 10. In Spring 2024, shortly after returning from a separate medical leave for a knee replacement,
13 Defendant demoted Plaintiff in title but required him to continue performing the same duties.

14 11. During the demotion meeting, Defendant's representatives Chris Mann and Sal Guzman told
15 Plaintiff he was not a heavy equipment mechanic, despite his ten years of experience working on
16 heavy equipment for Defendant.

17 12. Following the demotion, Plaintiff continued to work on heavy equipment including
18 backhoes and trailers rather than the light duty work he was allegedly reassigned to perform.

19 13. Plaintiff has a serious medical condition consisting of a back injury which required him to
20 take protected medical leave.

21 14. On or about June 16, 2025, Plaintiff began a doctor-approved medical leave for his back
22 injury and kept Defendant's Human Resources department informed of his status.

23 15. Plaintiff's initial medical leave was scheduled to last until August 31, 2025.

24 16. On or about August 29, 2025, while still on approved leave, Plaintiff informed Defendant's
25 Head of HR, Chris, that his doctors anticipated he would need approximately two more months of
26 leave to recover.

27 17. In response, Chris stated that two months was "too long" and that Defendant needed to fill
28 Plaintiff's position.

1 18. Defendant immediately terminated Plaintiff because of his disability and his request for
2 continued medical leave which was his request for reasonable accommodations under the law.

3 19. At the time of termination, Plaintiff was nearly 64 years old and is faced with outmost
4 difficulty to find new comparable employment opportunities due to his age.

5 20. Upon information and belief, Plaintiff was replaced by a significantly younger employee.

6 21. The stated reason for Plaintiff's termination was his disability.

7 22. Defendant failed to implement adequate anti-discrimination policies, procedures, or training
8 to prevent discrimination and retaliation in the workplace.

9 23. Defendant's management and Human Resources personnel directly participated in
10 discriminating against and retaliating against Plaintiff rather than preventing such conduct.

11 24. As a result of his wrongful termination, Plaintiff has suffered emotional distress, including
12 anxiety, depression, difficulty sleeping, and worry about paying bills.

13 25. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff's meal
14 breaks were frequently interrupted and short. Despite not being provided with compliant meal
15 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's regular rate of
16 pay.

17 26. Defendant failed to provide Plaintiff with compliant rest breaks because he regularly missed
18 his rest breaks two to three times per week due to work demands. Despite not being provided with
19 compliant rest breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff's
20 regular rate of pay.

21 27. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
22 required to purchase work supplies in order to perform their work duties, but Defendants did not
23 reimburse Plaintiff for these expenses.

24 28. Defendants failed to provide Plaintiff with accurate wage statements because the wage
25 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
26 other things.

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29. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

PAGA ALLEGATIONS

30. 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.

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

32. 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

33. 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.

34. On October 21, 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.

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

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1 36. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants from March 6, 2025, through final disposition of
3 this action” due to a prior PAGA/Class action that plaintiff was a class member in.

4 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

5 37. On January 6, 2026, prior to initiating this complaint, Plaintiff filed with the California Civil
6 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
7 Retaliation against Defendant. On January 6, 2026, the CCRD issued a Notice of Case Closure and
8 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
9 order to enforce their
10 rights under FEHA.

11 38. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
12 prerequisite to filing this action.

13 **FIRST CAUSE OF ACTION**

14 **Failure to Provide Compliant Meal Periods**

15 **By Plaintiff Against All Defendants**

16 39. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

1 44. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
2 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
3 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
4 11 Cal. 5th 858 (2021)).

5 45. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
6 break was missed.

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

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **By Plaintiff Against All Defendants**

12 47. Plaintiff incorporates by reference the paragraphs above.

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

16 49. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
17 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
18 5th 257, 269 (2016)).

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

20 51. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
21 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
22 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
23 11 Cal. 5th 858 (2021)).

24 52. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
25 break was missed.

26 53. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
27 penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

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

3 **By Plaintiff Against All Defendants**

4 54. Plaintiff incorporates by reference the paragraphs above.

5 55. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
6 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
7 40 hours in a workweek.

8 56. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **By Plaintiff Against All Defendants**

14 58. Plaintiff incorporates by reference the paragraphs above.

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

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

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

22 **FIFTH CAUSE OF ACTION**

23 **Failure To Reimburse Work-Related Expenses**

24 **By Plaintiff Against All Defendants**

25 62. Plaintiff incorporates by reference the paragraphs above.

26 63. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
27 all necessary expenditures or losses incurred by the employee in direct consequence of the
28 employee's discharge of his or her duties.

64. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

65. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

66. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

SEVENTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff Against All Defendants

71. Plaintiff incorporates by reference the paragraphs above.

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

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

5 74. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
6 conclusion of employment.

7 75. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
8 and costs.

9 **EIGHTH CAUSE OF ACTION**

10 **Violation of Unfair Competition Law**

11 **By Plaintiff Against All Defendants**

12 76. Plaintiff incorporates by reference the paragraphs above.

13 77. Defendants' conduct described herein constitutes unfair competition.

14 78. Specifically, Defendants have gained an unfair advantage over other similarly situated
15 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
16 owed.

17 79. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
18 wrongfully withheld wages.

19 80. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

20 **NINTH CAUSE OF ACTION**

21 **Private Attorneys General Act**

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

23 81. Plaintiff incorporates by reference the paragraphs above.

24 82. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
25 violation(s) of the Labor Code.

26 83. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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

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

7 86. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
8 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
9 sections 1197.1 and 2699 apply.

10 87. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
11 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
12 sections 558, 1197.1, and 2699 apply.

13 88. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
14 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
15 and 2699 apply.

16 89. With respect to violations of Labor Code section 203 for failure to pay all wages due to
17 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
18 Labor Code section 2699 apply.

19 90. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
20 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
21 apply.

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

25 92. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
26 to Labor Code section 2699(g).

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1 **TENTH CAUSE OF ACTION**

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

3 **By Plaintiff Against All Defendants**

4 93. Plaintiff incorporates by reference the paragraphs above.

5 94. Government Code § 12940(a) prohibits an employer from discriminating against an
6 employee in compensation or in terms, conditions, or privileges of employment because of the
7 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
8 condition" or "sex."

9 95. During their employment with Defendants, Plaintiff was subjected to discrimination based
10 on their disability (described supra).

11 96. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
12 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
13 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
14 the award of punitive and exemplary damages in an amount to be determined at trial.

15 97. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
16 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
17 below.

18 **ELEVENTH CAUSE OF ACTION**

19 **Violation of California Government Code § 12940 et seq. – Discrimination based on Age**

20 **By Plaintiff Against All Defendants**

21 98. Plaintiff incorporates by reference the paragraphs above.

22 99. Government Code § 12940(a) prohibits an employer from discriminating against an
23 employee in compensation or in terms, conditions, or privileges of employment because of the
24 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
25 condition" or "sex."

26 100. During their employment with Defendants, Plaintiff was subjected to discrimination based
27 on their age (described supra).

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1 101. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
2 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
3 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
4 the award of punitive and exemplary damages in an amount to be determined at trial.

5 102. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
6 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
7 below.

8 **TWELFTH CAUSE OF ACTION**

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

10 **By Plaintiff Against All Defendants**

11 103. Plaintiff incorporates by reference the paragraphs above.

12 104. At all relevant times herein, Plaintiff was an individual with a disability as defined by
13 FEHA.

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

17 106. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
18 accommodations, as set forth herein.

19 107. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
20 with their disability.

21 108. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
22 required by law, to Plaintiff (described supra).

23 109. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
24 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
25 stated below.

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1 **THIRTEENTH CAUSE OF ACTION**

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

4 **By Plaintiff Against All Defendants**

5 110. Plaintiff incorporates by reference the paragraphs above.

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

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

12 113. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
13 accommodations, as set forth herein.

14 114. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
15 with their disability.

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

19 116. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
20 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
21 damage as stated below.

22 **FOURTEENTH CAUSE OF ACTION**

23 **Violation of California Government Code § 12940 (h) - Retaliation**

24 **By Plaintiff Against All Defendants**

25 117. Plaintiff incorporates by reference the paragraphs above.

26 118. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
27 employee who opposes or makes a complaint for practices forbidden by FEHA.

28 119. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

1 120. Defendants retaliated against Plaintiff in violation of California Government Code §
2 12940(h).

3 121. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
4 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

5 **FIFTEENTH CAUSE OF ACTION**

6 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
7 **Accommodation**

8 **By Plaintiff Against All Defendants**

9 122. Plaintiff incorporates by reference the paragraphs above.

10 123. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
11 and each of them.

12 124. Gov. Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
13 discriminating against a person for requesting accommodations, regardless of whether the request
14 was granted.

15 125. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
16 connection with their medical condition.

17 126. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
18 connection with their request for accommodations. Such violations were a proximate cause in
19 Plaintiff's damage as stated below.

20 **SIXTEENTH CAUSE OF ACTION**

21 **Violation of California Government Code § 12940(k) – Failure to Prevent Discrimination,**
22 **Harassment, and Retaliation**

23 **By Plaintiff Against All Defendants**

24 127. Plaintiff incorporates by reference the paragraphs above.

25 128. At all relevant times, Defendant was Plaintiff's employer within the meaning of the
26 California Fair Employment and Housing Act.

27 129. As set forth above, Plaintiff was subjected to discrimination and retaliation based on his
28 disability and age while employed by Defendant.

1 130. Defendant knew or should have known that Plaintiff was being subjected to discrimination,
2 and retaliation.

3 131. Defendant failed to take all reasonable steps necessary to prevent discrimination and
4 retaliation from occurring.

5 132. Defendant failed to implement effective policies, procedures, and training to prevent
6 discrimination, harassment, and retaliation in the workplace.

7 133. Defendant failed to adequately investigate Plaintiff's complaints and failed to take prompt
8 and appropriate corrective action.

9 134. As a direct and proximate result of Defendant's failure to prevent discrimination,
10 harassment, and retaliation, Plaintiff has suffered and continues to suffer damages, including lost
11 wages, lost benefits, emotional distress, humiliation, and other economic and non-economic
12 damages in an amount to be proven at trial.

13 135. Defendant's conduct was willful, malicious, fraudulent, and oppressive, entitling Plaintiff to
14 punitive damages in an amount sufficient to punish Defendant and deter similar conduct in the
15 future.

16 **SEVENTEENTH CAUSE OF ACTION**

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

18 **By Plaintiff Against All Defendants**

19 136. Plaintiff incorporates by reference the paragraphs above.

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

24 138. Based on the actions described above, Defendants terminated Plaintiff for engaging in
25 protected activity.

26 139. Defendants actions were in violation of California Public Policy.

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

1 **PRAYER FOR RELIEF**

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

3 **First Cause of Action**

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 **Second Cause of Action**

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 **Third Cause of Action**

- 16 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
17 2. Liquidated damages
18 3. Interest
19 4. Attorneys' fees
20 5. Costs
21 6. Other relief the court deems proper

22 **Fourth Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Fifth Cause of Action

- 2 1. Reimbursement of all work-related expenses
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Sixth Cause of Action

- 7 1. Penalties pursuant to Labor Code section 226
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Seventh Cause of Action

- 12 1. Penalties pursuant to Labor Code section 203
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 Eighth Cause of Action

- 17 1. Restitution of all wrongfully withheld wages
18 2. Attorneys' fees
19 3. Costs
20 4. Other relief the court deems proper

21 Ninth Cause of Action

- 22 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
23 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
24 violate the California Labor Code in the manner alleged herein
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Tenth - Sixteenth Cause of Action

- 2 1. Compensatory damages
3 2. Punitive damages
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Seventeenth Cause of Action

- 8 1. Back pay and front pay
9 2. Interest on the above amounts
10 3. Compensatory damages
11 4. Punitive damages
12 5. Attorneys' fees
13 6. Costs
14 7. Other relief the court deems proper

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17 DATED: January 7, 2026

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff
TIMOTHY LANCE ERZINGER,
individually and on behalf of all
others similarly situated

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: January 7, 2026

FRONTIER LAW CENTER

Daniel Ginzburg

DANIEL GINZBURG
Attorney for Plaintiff
TIMOTHY LANCE ERZINGER,
individually and on behalf of all
others similarly situated