

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ALBERT QUIROZ,)	
)	
Plaintiff,)	Case: 1:25-cv-05709
)	
v.)	
)	
PRONTO STAFFING SERVICES, INC.)	
)	
and)	Jury Trial Demanded
)	
CROWLEY’S YACHT YARD, INC.,)	
)	
Defendants.)	

COMPLAINT

Plaintiff, Albert Quiroz (“Plaintiff”), by and through the undersigned counsel, hereby files this Complaint against Pronto Staffing Services, Inc. and Crowley's Yacht Yard, Inc. (collectively “Defendants”), and in support states as follows:

NATURE OF PLAINTIFF’S CLAIMS

1. This lawsuit arises under the Americans with Disabilities Act of 1990, as amended, (“ADA”) seeking redress for Defendants’ discrimination on the basis of Plaintiff’s disability, Defendants’ failure to accommodate Plaintiff’s disability, Defendants’ disability-based harassment, and Defendants’ retaliation against Plaintiff for engaging in protected activity under the ADA.

JURISDICTION AND VENUE

2. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1331. This action is authorized and instituted pursuant to 42 U.S.C. § 12101 et seq.

3. Venue of this action properly lies in the Northern District of Illinois, Eastern

Division, pursuant to 28 U.S.C. §1391(b) insofar as Defendants operate and transact business in this judicial district and the events giving rise to Plaintiff's claims occurred within this District.

4. At all relevant times, Defendants, have continuously been under contract for services rendered in Illinois, and have continuously been a joint employer, which both Defendants generally controlled the terms and conditions of the employment of Plaintiff.

ADMINISTRATIVE PREREQUISITES

5. All conditions precedent to jurisdiction under the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq*, have occurred or been complied with.

6. A charge of employment discrimination on basis of disability and retaliatory discharge was filed by the Plaintiff against each Defendant with the Equal Employment Opportunity Commission ("EEOC") (Attached hereto as Exhibits "A" and "B").

7. Plaintiff received a Notice of Right to Sue from the EEOC as to each Defendant (attached hereto as Exhibit "C"), and Plaintiff filed this lawsuit within ninety (90) days of Plaintiff's receipt of the EEOC's Notices of Right to Sue.

PARTIES

8. At all times material to the allegations of this Complaint, Plaintiff, Albert Quiroz, resides in Cook County in the State of Illinois.

9. At all times material to the allegations in this Complaint, Defendant, Pronto Staffing Services, Inc., is a corporation doing business in and for Cook County, Illinois, whose address is 10526 S Ewing Ave. Chicago, IL 60617.

10. At all times material to the allegations in this Complaint, Defendant, Crowley's Yacht Yard, Inc., is a corporation doing business in and for Cook County, Illinois, whose address is 3434 E 95th St. Chicago, IL 60617.

11. Plaintiff was employed by Defendants as an “employee” within the meaning of ADA, 42 U.S.C. § 12111(4).

12. During the applicable limitations period, Defendants each had at least fifteen employees, has been an “employer” as defined by ADA, and has been engaged in an industry affecting commerce within the meaning of 42 U.S.C. § 12111(5)(A).

BACKGROUND FACTS

13. Plaintiff was hired by Defendants as general laborer on or about March 28, 2025.

14. Plaintiff suffers from post-cholecystectomy syndrome.

15. Plaintiff is a qualified individual under the ADA.

16. Plaintiff underwent gallbladder surgery prior to his employment, which resulted in a medical condition requiring frequent restroom use, and impacts major life activities and the functioning of Plaintiff’s bodily systems.

17. Plaintiff disclosed this disability, including the necessity for periodic restroom breaks, during his initial interview with Foreman Terek (LNU).

18. During this conversation, Plaintiff specifically mentioned his condition and even showed his surgical scars as part of that disclosure.

19. No concerns or further discussion occurred at that time regarding accommodations or restrictions.

20. Thus, Plaintiff was under the impression that his reasonable accommodation to utilize the restroom as needed would not be a problem.

21. On or about April 15, 2025, Terek made a pointed comment saying, "Oh, you're in the restroom again?"

22. This was the first time Terek expressed any concern regarding Plaintiff's restroom use, despite Plaintiff disclosing the need for this accommodation during the interview, as well as his consistent work performance and timely completion of tasks.

23. On or about April 16, 2025, Plaintiff was terminated by Marci from HR based on allegations from Terek that Plaintiff was taking excessive and lengthy restroom breaks.

24. Plaintiff explained that he typically took 2–4 restroom breaks per shift, usually during scheduled break times or during periods Plaintiff was not assigned tasks.

25. These breaks typically last 5–10 minutes depending on the circumstances or needs of Plaintiff's disability.

26. At no point prior to termination was Plaintiff warned or disciplined for restroom usage.

27. Plaintiff was also not offered the opportunity to submit medical documentation substantiating his need for accommodations prior to termination.

28. After termination, Plaintiff was informed by Pronto Staffing Services that they would not consider rehiring Plaintiff unless he provided medical documentation.

29. This post-termination request underscores the fact that no interactive process was initiated, nor was Plaintiff given a reasonable opportunity to request or discuss accommodation.

30. Further, non-disabled employees of Pronto Staffing Services were not required to submit medical documentation to receive placements.

31. Notably, to date, Plaintiff has yet to receive a new job/placement from Pronto Staffing Services, effectively terminating his employment.

32. Plaintiff's employers effectively denied his request for reasonable

accommodation, failed to engage with Plaintiff in an interactive process to determine the appropriate accommodation as required by the ADA, and ultimately terminated Plaintiff's employment on the basis of Plaintiff's disability and in retaliation for requesting reasonable accommodations.

33. Ultimately, on or about April 16, 2025, Plaintiff was terminated on the basis of Plaintiff's disability and in retaliation for engaging in protected activity as described above.

34. The purported justification for termination was unlawful discrimination based on disability or because Defendants perceived Plaintiff as disabled.

COUNT I
Violations of the Americans with Disabilities Act
(Disability-Based Discrimination)

35. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.

36. By virtue of the conduct alleged herein, Defendants intentionally discriminated against Plaintiff based on Plaintiff's disability, in violation of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*

37. Plaintiff met or exceeded performance expectations.

38. Plaintiff was treated less favorably than similarly situated employees outside of Plaintiff's protected class.

39. Defendants terminated Plaintiff's employment on the basis of Plaintiff's disability.

40. Defendants' conduct toward Plaintiff illustrated a willful and/or reckless violation of the ADA.

41. Plaintiff is a member of a protected class under the ADA, due to Plaintiff's

disability.

42. Defendants acted in willful and reckless disregard of Plaintiff's protected rights.

43. As a direct and proximate result of the discrimination described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

COUNT II
Violation of Americans with Disabilities Act
(Failure to Accommodate)

44. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.

45. By virtue of the conduct alleged herein, Defendants engaged in unlawful employment practices by failing to accommodate Plaintiff's disability, in violation of Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*

46. Plaintiff is a qualified individual with a disability.

47. Defendants were aware of the disability and the need for accommodations.

48. Defendants failed to engage in the interactive process to determine the appropriate accommodations after Plaintiff requested reasonable accommodations.

49. Plaintiff's reasonable accommodation that was requested was not an undue burden on the Defendants.

50. Defendants did not accommodate Plaintiff's disability.

51. Plaintiff is a member of a protected class under Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, due to Plaintiff's disability.

52. Defendants acted in willful and reckless disregard of Plaintiff's protected rights.

53. As a direct and proximate result of the failure to accommodate described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of other employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

COUNT III
Violation of Americans with Disabilities Act
(Retaliation)

54. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.

55. Plaintiff is a member of a protected class under 42 U.S.C. § 12101, *et seq.*

56. During Plaintiff's employment with Defendants, Plaintiff requested reasonable accommodations.

57. As such, Plaintiff engaged in protected conduct and was protected against unlawful retaliation by Defendants under Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*

58. In response to Plaintiff's request for accommodations, Defendants failed to engage in an interactive process to determine what accommodations would have been reasonable.

59. Defendants also failed to allow Plaintiff to utilize his reasonable accommodations without discipline.

60. Defendants then terminated Plaintiff.

61. By virtue of the foregoing, Defendants retaliated against Plaintiff based on Plaintiff requesting accommodations, thereby violating Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*

62. Plaintiff suffered an adverse employment action in retaliation for engaging in protected activity.

63. Defendants acted in willful and reckless disregard of Plaintiff's protected rights.

64. As a direct and proximate result of the retaliation described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of other employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court find in Plaintiff's favor and against Defendants as follows:

- a. Back pay;
- b. Payment of interest on all back pay and benefits recoverable;
- c. Front pay;
- d. Loss of benefits;
- e. Compensatory and punitive damages;
- f. Reasonable attorneys' fees and costs;
- g. Award pre-judgment interest if applicable; and
- h. Award Plaintiff any and all other such relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests that all issues be submitted to and determined by a jury.

Dated this 21st day of May 2025.

/s/ Sophia Steere
SOPHIA STEERE, ESQ.
KY Bar No.: 100481
SULAIMAN LAW GROUP LTD.
2500 S. Highland Avenue, Suite 200
Lombard, Illinois 60148

Phone (331) 307-7634
Fax (630) 575 - 8188
ssteere@sulaimanlaw.com
Attorney for Plaintiff