IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

JOHNNY D. HUIZAR,	§	
Plaintiff,	§	**CIVIL ACTION NO. 5:26-cv-05253**
	§	
v.	§	
	§	
CITY OF PLEASANTON, TEXAS,	§	
	§	
Defendant.	§	
	§	

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Johnny D. Huizar files this Original Complaint against Defendant City of Pleasanton, Texas, and in support would respectfully show the Court as follows:

I. NATURE OF THE ACTION

1. This is an action to enforce a written public employment contract, to obtain a declaration of the amount and scope of the obligations that contract imposes on the City upon early termination, and to remedy race and disability discrimination in the termination of that contract.

2. Johnny D. Huizar served as City Manager of the City of Pleasanton, Texas under a written contract executed on December 7, 2023 (the "Contract"). The Contract fixed a definite term running through September 30, 2027. Article III of the Contract provides, in terms that admit of no ambiguity: "*In the event Pleasanton terminates the services of Mr. Huizar before the end of the contracted period, with or without cause, Pleasanton hereby agrees to pay the balance of the contract.*"

3. The Pleasanton City Council terminated Mr. Huizar's services before the end of the contracted period. It articulated no cause for doing so. Under Article III, the City's obligation to pay the balance of the Contract attached immediately and unconditionally.

4. The City has not paid the balance of the Contract. Instead, on May 1, 2026, its Human Resources Specialist transmitted a proposed "Voluntary Separation Agreement and Release" offering $343,258.71, approximately $74,806 less than the Contract balance, and conditioning even that reduced sum on a general release of all claims, including federal statutory claims. Article III conditions payment on nothing. It is owed by its plain terms.

5. Mr. Huizar declined to sign. Through counsel, he demanded the full balance and identified the specific respects in which the proposed release failed to comply with federal law. The City has paid nothing, has taken no position on the amount it concedes it owes, and , through its counsel on July 24, 2026, advised only that it had no update to provide. Mr. Huizar has been left without the salary, insurance, retirement contributions, and accrued leave the Contract guaranteed him, and without any means of ordering his affairs, because the City will neither pay nor say what it will pay.

6. The refusal to pay did not occur in a vacuum. Mr. Huizar is a Hispanic Mexican-American man with multiple documented, serious medical conditions of which the City was aware throughout his tenure. The stated basis for his removal, a purported "contract violation" arising from his role with the Pleasanton Housing Finance Corporation, was contradicted by the City Council's own prior actions, by the advice of the City Attorney, and by Texas Local Government Code § 394.023. That pretext, together with the City's decision to withhold from Mr. Huizar the very contract right it was obligated to honor, supports the inference that race and disability were motivating and but-for causes of the City's conduct.

7. Mr. Huizar brings claims for breach of contract, for declaratory judgment, for race discrimination under 42 U.S.C. § 1981 as enforced through 42 U.S.C. § 1983, and, pleaded in the

alternative pursuant to Federal Rule of Civil Procedure 8(d), for disability discrimination under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.

II. PARTIES

8. Plaintiff **Johnny D. Huizar** is an individual residing within this District. He is a Hispanic Mexican-American and was, at all relevant times, over forty years of age. He served as City Manager of the City of Pleasanton from December 7, 2023, until his termination.

9. Defendant **City of Pleasanton, Texas** is a municipal corporation and political subdivision organized under the laws of the State of Texas, located in Atascosa County. It may be served with process by serving its Mayor, at 108 Second Street / P.O. Box 209, Pleasanton, Texas 78064, or by serving its City Secretary at the same address, or wherever they may be found. However, first a waiver is being sent to attorney Bobby Maldonado.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the laws of the United States, and under 28 U.S.C. § 1343(a)(3) and (a)(4) because it seeks redress for the deprivation, under color of state law, of rights secured by an Act of Congress providing for equal rights.

11. This Court has jurisdiction over Plaintiff's claims for declaratory relief under 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57. An actual, substantial, and immediate controversy of sufficient immediacy and reality exists between parties having adverse legal interests concerning the amount and scope of the City's payment and indemnification obligations under the Contract.

12. This Court has supplemental jurisdiction over Plaintiff's state-law breach of contract claim under 28 U.S.C. § 1367(a) because that claim is so related to the federal claims that

it forms part of the same case or controversy under Article III, all claims arise from the same termination of the same contract and will turn on a common body of evidence.

13. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (b)(2) because Defendant resides in this District and because a substantial part — indeed, all — of the events and omissions giving rise to the claims occurred in Atascosa County, Texas, which lies within the San Antonio Division of the Western District of Texas. 28 U.S.C. § 124(d)(4).

IV. CONDITIONS PRECEDENT

14. All conditions precedent to Plaintiff's recovery have been performed, have occurred, or have been waived or excused.

15. Neither 42 U.S.C. § 1981 (as enforced through § 1983) nor Section 504 of the Rehabilitation Act requires exhaustion of administrative remedies as a prerequisite to suit by a non-federal employee. To the extent any charter, ordinance, or policy of the City requires presentment of a claim before suit, Plaintiff satisfied that requirement through written demand delivered to the City's Human Resources Specialist, Acting City Manager, City Attorney, and Mayor beginning on May 7, 2026, and continuing thereafter.

16. Plaintiff expressly reserves, and does not waive, his claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*; Title I of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Title VII of the Civil Rights Act of 1964; and Chapter 21 of the Texas Labor Code. Plaintiff will seek leave to amend to add those claims upon receipt of a notice of right to sue.

V. FACTUAL ALLEGATIONS

A. The Contract and Its Termination Provision

17. On December 7, 2023, the City and Mr. Huizar entered into a written City Manager Contract. The Contract was executed by Mayor Clinton J. Powell on behalf of the City and by Mr. Huizar, and by its terms was contingent on ratification by the City Council, which the Council gave.

18. Article I fixed the term: Mr. Huizar was "duly appointed to serve as City Manager of the City of Pleasanton, Texas, and shall serve in no other capacity for the period beginning December 7, 2023, and ending September 30, 2027."

19. Article II fixed compensation: an annual salary of $177,000 as of December 7, 2023, plus $700 per month for the use of his personal vehicle, plus a gross-up of $11,675.90 for the taxable value of the City Manager's residential lease. Article II further provided that "[p]ay increases will align with city employees' cost of living adjustments as approved in the budget for the upcoming fiscal year." By operation of that provision, Mr. Huizar's annual compensation had risen to $191,401.60, $15,950.13 per month, by the time of his termination.

20. Article III contained the early-termination provision at the heart of this case: "*In the event Pleasanton terminates the services of Mr. Huizar before the end of the contracted period, with or without cause, Pleasanton hereby agrees to pay the balance of the contract.*"

21. The very next sentence of Article III confirms the sequence the parties intended: "*Upon tender of payment of the contract balance to Mr. Huizar, Mr. Huizar agrees to surrender all legal claims against Pleasanton, its officers, agents, and employees arising from the termination.*" Payment comes first; the surrender of claims follows tender of *the contract balance,*

not tender of some lesser sum of the City's choosing. The City has never tendered the contract balance, and Mr. Huizar's obligation to surrender claims has therefore never arisen.

22. Article IV incorporated into the Contract "[a]ll provisions of the City Charter, as well as the City's personnel policies, budget, and other regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, health and life insurance, executive leave, and other fringe benefits and working conditions as they now exist or hereafter may be amended." The "balance of the contract" under Article III therefore comprises not only remaining salary but the full complement of compensation and benefits Mr. Huizar would have received had he served the term.

23. Article VI(D) obligated the City, to the extent permitted by law, to "defend, hold harmless, and indemnify Mr. Huizar against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of his official duties," and to compromise, settle, and pay any resulting judgment. That obligation is not limited to the term of employment and by its nature survives the separation.

B. Mr. Huizar's Protected Characteristics and the City's Knowledge of Them

24. Mr. Huizar's race and ethnicity were known to the Mayor, the City Council, and City staff at all relevant times.

25. Mr. Huizar has multiple physical impairments that substantially limit one or more major life activities and major bodily functions within the meaning of 42 U.S.C. § 12102(1)–(2) and 29 U.S.C. § 705(20), including:

a. Type 2 diabetes, requiring ongoing medication and quarterly endocrinology care, and causing periodic blood-sugar instability — a substantial limitation of endocrine function;

b. peripheral neuropathy of the lower extremities, causing numbness, burning, and reduced mobility — a substantial limitation of neurological function and of walking and standing;

c. a chronic back injury and herniated disc with sciatic nerve damage, limiting prolonged standing, lifting, and bending and requiring quarterly pain management — a substantial limitation of musculoskeletal and neurological function, walking, standing, lifting, and bending;

d. cardiac disease under ongoing cardiology care and requiring medication — a substantial limitation of circulatory and cardiovascular function;

e. gastroesophageal reflux disease and hepatic steatosis, requiring medication and semi-annual gastroenterology care — a substantial limitation of digestive function; and

f. a hearing impairment requiring hearing aids and ENT care — a substantial limitation of hearing.

26. These conditions require Mr. Huizar to maintain regular care with an endocrinologist, a pain management specialist, a gastroenterologist, a cardiologist, a urologist, an ophthalmologist, an otolaryngologist, and a dentist. The frequency and visibility of that care made his conditions known to the City throughout his tenure.

27. Mr. Huizar is, and at all relevant times was, an “otherwise qualified individual with a disability.” He performed the essential functions of the City Manager position throughout his

tenure, with or without reasonable accommodation, and his performance was never the stated basis for any adverse action.

28. The City regarded Mr. Huizar as having a disability and had a record of his disability. Over time, and particularly during the budget reductions described below, the City became less accommodating of and more dismissive toward his medical limitations and the scheduling needs they created.

C. The Budget Reductions and the Deterioration of Mr. Huizar's Standing

29. During Mr. Huizar's tenure, the City obtained a report from its financial advisor identifying financial pressures requiring mid-year corrective action. In his capacity as City Manager, Mr. Huizar implemented and defended a series of reductions in expenditures, including the elimination of the four-day work week, freezes on overtime and hiring, and discussion of potential layoffs.

30. Those measures generated complaints from City employees, which employees directed to individual members of the City Council rather than through the chain of command. Council members grew hostile to Mr. Huizar as a result.

31. Mr. Huizar also served in connection with the Pleasanton Housing Finance Corporation. Certain Council members asserted that his role with the Housing Finance Corporation violated the Contract.

32. That assertion was and is legally baseless. Mr. Huizar's role with the Housing Finance Corporation had been approved by prior Council action, had been reviewed and approved by the City Attorney, and is contemplated and authorized by Texas Local Government Code § 394.023. No reasonable Council member could have believed in good faith that the arrangement violated the Contract.

D. The Termination

33. The City Council voted to terminate Mr. Huizar's services as City Manager.

34. The City articulated no cause for the termination. It did not identify any performance deficiency, any misconduct, or any breach of the Contract in the resolution, in the notice of termination, or in the separation documents it later transmitted.

35. It is not known whether Mr. Huizar has been replaced.

36. Under the Pleasanton City Charter, the City Council is the final policymaking authority of the City with respect to the appointment, employment, compensation, and removal of the City Manager. The Contract itself recites that it "is contingent on ratification by the City Council after it has been extended by the Mayor within the parameters authorized by the City Council." The decision to terminate Mr. Huizar was made by the City Council itself, acting in its capacity as the City's final policymaker, and was therefore an act of the City, official municipal policy, for purposes of municipal liability.

E. The Deficient Offer and the City's Refusal to Pay the Balance

37. On May 1, 2026, at 9:55 a.m., Kye Johnson, the City's Human Resources Specialist, emailed Mr. Huizar a proposed "Voluntary Separation Agreement and Release," copying the City Attorney and the Acting City Manager. The transmittal demanded that the signed agreement be returned no later than May 21, 2026, and asked Mr. Huizar to arrange the return of the keys to the City residence.

38. The proposed agreement offered Mr. Huizar $343,258.71. It conditioned that payment on a general release of "any and all claims," expressly including claims under the Age Discrimination in Employment Act.

39. The amount offered was less than the balance of the Contract. The correct balance, calculated from the seventeen months remaining on the term and the benefits incorporated by Article IV, is set out below:

Component of the Contract Balance	**Amount**
Base salary (17 months remaining; $15,950.13/month)	$271,152.21
TMRS retirement (7% employee contribution + 2:1 City match)	$56,843.97
Health insurance (17 months of coverage, plus continuation for ongoing medical care)	$30,750.00
Life, AD&D, and long-term disability insurance (17 months)	$425.00
Accrued vacation (480 hours @ $92.02/hour)	$44,169.60
Accrued sick leave (160 hours @ 100% payout, $92.02/hour)	$14,723.20
TOTAL CONTRACT BALANCE	**$418,064.98**
Less amount offered by the City	($343,258.71)
SHORTFALL	**$74,806.27**

40. The City's offer therefore fell $74,806.27 short of what Article III requires it to pay. And the Contract does not condition the payment of that balance on a release of any kind.

41. The proposed release was also independently unenforceable as to Mr. Huizar's rights under the Age Discrimination in Employment Act. Because Mr. Huizar is over forty, any ADEA waiver had to satisfy the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f)(1). The City's proposal offered no consideration beyond what Mr. Huizar was already owed; allowed

twenty days rather than the required twenty-one to consider the agreement; contained no seven-day revocation period, providing instead that the agreement took effect "upon execution"; contained no statutory advice-of-counsel language in the operative release; and did not specifically refer to ADEA rights in connection with the rights being waived. *See* 29 C.F.R. § 1625.22; *Oubre v. Entergy Operations, Inc.*, 522 U.S. 422 (1998).

42. By letter dated May 7, 2026, counsel for Mr. Huizar wrote to the Human Resources Specialist, the Acting City Manager, and the City Attorney, demanded payment of the full Contract balance of $418,064.98, identified the defects in the proposed release, and stated that Mr. Huizar would not execute the proposed agreement and did not accept the May 21, 2026 deadline.

43. The City did not pay. It did not counter. It did not identify any amount it contended was owed, or any basis for paying less than the balance.

44. Counsel for Mr. Huizar followed up. On July 24, 2026, having received no substantive response after at least two attempts, counsel notified the City Attorney of Mr. Huizar's intent to file suit. The City Attorney responded the same afternoon, copying the Acting City Manager, the Human Resources Specialist, and the Mayor, stating that all messages had been forwarded to the City for review and consideration and that there was "no update to provide."

45. The City has paid him nothing since termination. It has not disputed that Article III obligates it to pay the balance of the Contract. It has simply declined to pay, and declined to say what it will pay.

F. The Continuing Controversy Over the City's Obligations

46. A live and immediate controversy exists between the parties as to (a) whether Article III obligates the City to pay the balance of the Contract without regard to any release; (b) the components and total amount of that balance, including retirement contributions, insurance,

and accrued vacation and sick leave incorporated by Article IV; (c) whether the City's tender of a sum less than the balance triggers any obligation on Mr. Huizar's part to surrender claims; and (d) whether the City's indemnification and defense obligation under Article VI(D) survives the separation and extends to claims asserted after the separation date but arising from acts or omissions within the course and scope of Mr. Huizar's official duties.

47. Mr. Huizar has no adequate remedy at law as to the indemnification question in particular, because the City's obligation to defend and indemnify is prospective and its repudiation would leave Mr. Huizar exposed to personal liability for acts undertaken on the City's behalf. A declaration resolving these questions will terminate the uncertainty and controversy giving rise to this proceeding.

VI. CAUSES OF ACTION

COUNT I — BREACH OF CONTRACT

(Against the City of Pleasanton)

48. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

49. The Contract is a valid, enforceable written contract between Mr. Huizar and the City. Mr. Huizar performed his obligations under it, or was excused from performance.

50. The City terminated Mr. Huizar's services before the end of the contracted period. Under Article III, that termination, "with or without cause" , obligated the City to pay the balance of the Contract.

51. The City breached the Contract by failing and refusing to pay the balance, and by conditioning payment of a lesser sum on a release the Contract does not require.

52. The City's governmental immunity from suit and from liability on this claim is waived by Texas Local Government Code § 271.152. The Contract is a written contract, properly

executed on behalf of the City, stating the essential terms of an agreement for Mr. Huizar to provide services to the City. *See* Tex. Loc. Gov't Code §§ 271.151(2), 271.152.

53. Alternatively, and to the extent the City entered the Contract in the exercise of a proprietary rather than governmental function, the City possesses no immunity from this contract claim at all. *See Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016).

54. As a direct and proximate result of the City's breach, Mr. Huizar has suffered damages consisting of the balance due and owed under the Contract — $418,064.98 — together with prejudgment and postjudgment interest and attorney's fees, all of which are recoverable under Texas Local Government Code § 271.153(a).

COUNT II — DECLARATORY JUDGMENT

(28 U.S.C. §§ 2201–2202; Fed. R. Civ. P. 57)

55. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

56. An actual controversy within this Court's jurisdiction exists between Mr. Huizar and the City concerning their respective rights and obligations under the Contract. The controversy is definite and concrete, touches the legal relations of parties with adverse legal interests, and is of sufficient immediacy and reality to warrant a declaratory judgment.

57. Mr. Huizar requests that the Court declare:

a. that Article III of the Contract obligates the City to pay the balance of the Contract upon termination of Mr. Huizar's services before the end of the contracted period, with or without cause, and that this obligation is not conditioned on the execution of any release;

b. that the "balance of the contract" includes remaining salary through September 30, 2027 together with the retirement contributions, health, life, accidental death and dismemberment, and long-term disability insurance, and accrued vacation and sick leave incorporated into the Contract by Article IV;

c. the total amount of the balance of the Contract owed to Mr. Huizar;

d. that the City has not tendered the balance of the Contract and that Mr. Huizar's obligation under Article III to surrender claims arising from the termination has not been triggered and is not enforceable against him;

e. that the City's obligation under Article VI(D) to defend, hold harmless, and indemnify Mr. Huizar survives the termination of his employment and extends to any tort, professional-liability claim, demand, or other legal action — whether groundless or otherwise — arising out of an alleged act or omission occurring in the course and scope of his official duties, including such claims asserted after the date of separation; and

f. such other and further declarations as the Court deems just.

58. Mr. Huizar further requests further necessary or proper relief based on the declaratory judgment under 28 U.S.C. § 2202, including an award of the sums declared to be owed.

COUNT III — RACE DISCRIMINATION

42 U.S.C. § 1981, enforced through 42 U.S.C. § 1983

(Against the City of Pleasanton)

59. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

60. Section 1981 guarantees to all persons the same right to make and enforce contracts, including the making, performance, modification, and termination of contracts and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship, as is enjoyed by

white citizens. 42 U.S.C. § 1981(a)–(b). It protects Hispanic and Mexican-American plaintiffs. *See St. Francis Coll. v. Al-Khazraji*, 481 U.S. 604 (1987).

61. Because the City is a state actor, Mr. Huizar asserts his § 1981 rights through 42 U.S.C. § 1983, which supplies the exclusive federal damages remedy against a municipality for violation of rights secured by § 1981. *Jett v. Dall. Indep. Sch. Dist.*, 491 U.S. 701 (1989); *Oden v. Oktibbeha County*, 246 F.3d 458, 462–64 (5th Cir. 2001).

62. Mr. Huizar had a contractual relationship with the City — the Contract — and the City intentionally interfered with his rights under it, and terminated it, on the basis of his race.

63. Race was a but-for cause of the City's decision to terminate the Contract and of its refusal to honor Article III. The pretextual character of the City's stated rationale supports that inference: the purported Housing Finance Corporation "contract violation" had been approved by prior Council action, cleared by the City Attorney, and is authorized by Texas Local Government Code § 394.023, and the City articulated no cause at all in the operative documents.

64. The deprivation was inflicted pursuant to official municipal policy. The City Council is the City's final policymaking authority with respect to the employment and removal of the City Manager, and the Council itself made the decision to terminate Mr. Huizar. A single decision by a municipality's final policymaker on the subject is municipal policy. *Pembaur v. City of Cincinnati*, 475 U.S. 469, 480–83 (1986); *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658 (1978). The City's subsequent refusal to pay the Contract balance was likewise ratified and adopted by the Council, to which every communication from Mr. Huizar's counsel was forwarded "for consideration."

65. The City acted at all relevant times under color of state law.

66. As a direct and proximate result, Mr. Huizar has suffered and will continue to suffer lost wages and benefits, loss of earning capacity, damage to his professional reputation, and emotional pain, suffering, inconvenience, mental anguish, and loss of enjoyment of life, for which he seeks compensatory damages without statutory cap, together with attorney's fees and costs under 42 U.S.C. § 1988.

COUNT IV — DISABILITY DISCRIMINATION

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794

(Against the City of Pleasanton — Pleaded in the Alternative Under Fed. R. Civ. P. 8(d))

67. Plaintiff incorporates the preceding paragraphs as if fully set forth herein. This Count is pleaded in the alternative to Count III pursuant to Federal Rule of Civil Procedure 8(d)(2) and (3).

68. Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. 29 U.S.C. § 794(a).

69. Mr. Huizar is an individual with a disability within the meaning of 29 U.S.C. § 705(20) and 42 U.S.C. § 12102, as set forth above. He has a record of such impairments and was regarded by the City as having them.

70. Mr. Huizar was an otherwise qualified individual: he met the legitimate prerequisites for the City Manager position and performed its essential functions throughout his tenure, with or without reasonable accommodation.

71. The City of Pleasanton is a "program or activity" receiving federal financial assistance within the meaning of 29 U.S.C. §§ 794(a) and 794(b)(1)(A). The City receives federal

financial assistance. Because the City is a local government, the coverage of Section 504 extends to all of its operations, including its employment of the City Manager. 29 U.S.C. § 794(b)(1)(A).

72. The City terminated Mr. Huizar's employment and refused to pay the Contract balance solely by reason of his disability. The City was aware of his conditions and of the frequency and cost of his ongoing medical care. Over time it became less accommodating of and more dismissive toward the limitations those conditions imposed, and Council perceptions of his health and of the cost of his continued medical coverage contributed to the decision to remove him. The City articulated no cause for the termination, and the rationale advanced by Council members was pretextual.

73. Section 504 exists to protect against precisely this: adverse action grounded in "archaic attitudes and laws" and in "the fact that the American people are simply unfamiliar with and insensitive to the difficulties confront[ing] individuals with handicaps." No exhaustion of administrative remedies is required for a Section 504 claim by an employee of a recipient of federal financial assistance. *See Prewitt v. U.S. Postal Serv.*, 662 F.2d 292, 304 (5th Cir. 1981).

74. As a direct and proximate result, Mr. Huizar has suffered and will continue to suffer lost wages and benefits, loss of earning capacity, damage to his professional reputation, and emotional pain, suffering, inconvenience, mental anguish, and loss of enjoyment of life, for which he seeks compensatory damages, equitable relief, attorney's fees under 29 U.S.C. § 794a(b), and costs.

VII. DAMAGES

75. Plaintiff seeks all damages recoverable under the Contract and the statutes pleaded above, including:

a. the balance due and owed under the Contract, $418,064.98, consisting of remaining salary, TMRS retirement contributions and City match, health insurance, life, AD&D and long-term disability insurance, and accrued vacation and sick leave;

b. back pay and front pay, and the value of lost employment benefits;

c. compensatory damages for emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and injury to professional reputation;

d. prejudgment and postjudgment interest at the maximum rates allowed by law;

e. reasonable and necessary attorney's fees and expert fees under 42 U.S.C. § 1988, 29 U.S.C. § 794a(b), and Texas Local Government Code § 271.153(a)(3); and

f. taxable costs of court.

76. Plaintiff does not seek exemplary or punitive damages against the City. *See City of Newport v. Fact Concerts, Inc.*, 453 U.S. 247 (1981); *Barnes v. Gorman*, 536 U.S. 181 (2002).

VIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff Johnny D. Huizar respectfully prays that Defendant City of Pleasanton, Texas be cited to appear and answer, and that upon final trial the Court enter judgment:

a. declaring the rights and obligations of the parties under the Contract as set forth in Count II;

b. awarding Plaintiff the balance due and owed under the Contract in the amount of $418,064.98, or such other amount as the evidence may show;

c. awarding Plaintiff compensatory damages in an amount to be determined by the jury;

d. awarding Plaintiff back pay, front pay, and the value of lost employment benefits;

e. awarding Plaintiff prejudgment and postjudgment interest at the maximum lawful rates;

f. awarding Plaintiff reasonable and necessary attorney's fees, expert fees, and costs of court;

g. granting such further necessary or proper relief based on the declaratory judgment under 28 U.S.C. § 2202; and

h. granting Plaintiff all other and further relief, at law or in equity, to which he may be justly entitled.

Respectfully submitted,

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