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ELVIRA ROBLEDO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ELVIRA ROBLEDO, an individual,

Plaintiff,

vs.

GXO LOGISTICS SUPPLY CHAIN, INC.,
a North Carolina corporation; LARRY
DOE, an individual; LISA LEON, an
individual; ALFONSO DOE, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI 2503312

COMPLAINT FOR:

- 1. DISCRIMINATION BASED ON
NATIONAL ORIGIN (*Govt. Code*
§12940(a));**
- 2. DISCRIMINATION BASED ON
RELIGION IN VIOLATION OF
GOVT. CODE §12940(a);**
- 3. DISCRIMINATION BASED UPON
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940 (a);**
- 4. HOSTILE WORK ENVIRONMENT
(*Govt. Code §12940 et seq.*);**
- 5. FAILURE TO PREVENT
DISCRIMINATION (*Govt. Code*
§12940(k));**
- 6. HARASSMENT BASED ON
NATIONAL ORIGIN, DISABILITY
AND RELIGION (*Govt. Code*
§12940(j));**
- 7. RETALIATION (*Govt. Code §12940*
et seq.);**
- 8. FAILURE TO ACCOMMODATE
PHYSICAL DISABILITY IN
VIOLATION OF GOVT. CODE
§12940(m);**
- 9. FAILURE TO ENGAGE IN A GOOD
FAITH INTERACTIVE PROCESS**

IN VIOLATION OF GOVT. CODE
§12940(n);
10. WRONGFUL CONSTRUCTIVE
TERMINATION IN VIOLATION OF
PUBLIC POLICY (*Govt. Code* §12940
et seq.);
11. FAILURE TO PAY MINIMUM
WAGES DUE (*Cal. Labor Code* §§
1194, 1194.2, 1197, 1197.1, 1198;
WAGE ORDER NO. 9);
12. FAILURE TO PROVIDE MEAL
PERIODS (*Cal. Labor Code* §226.7;
WAGE ORDER NO. 9);
13. FAILURE TO PAY FOR REST
PERIODS NOT PROVIDED (*Cal.*
Labor Code § 226.7; WAGE ORDER
NO. 9);
14. FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS (*Cal. Labor Code*
§226);
15. FAILURE TO PAY ALL WAGES
DUE ON TERMINATION (*Cal.*
Labor Code §203);
16. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (*Cal. Labor Code*
§1198.5); and
17. UNFAIR COMPETITION (*Cal. Bus.*
& Prof. Code §§17200 *et seq.*).

DEMAND FOR A JURY TRIAL

Elvira Robledo (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This action is brought pursuant to California *Government Code* §12920 *et seq.*, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*, and the rules, regulations and directives implementing those statutes.

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, wage and hour violations and the discrimination as against the

1 person identified herein, occurred in the County of Riverside and because Defendant GXO
2 Logistics Supply Chain, Inc. owned and operated their businesses in the County of Riverside.

3 **II. PARTIES**

4 3. At all times relevant hereto, Plaintiff Elvira Robledo (hereinafter “Plaintiff”)
5 was an individual over age 18 and a resident of Moreno Valley, California.

6 4. Plaintiff is informed and believes and thereon alleges that at all times material
7 hereto, Defendant GXO Logistics Supply Chain, Inc. (“GXO”), has been, and is a North
8 Carolina corporation, with a principal place of business located at 615 S. College Street, 9th
9 Floor, Charlotte, North Carolina 28202.

10 5. Plaintiff is informed and believes and thereon alleges that Defendant Larry Doe
11 (“Larry”), is Plaintiff’s former supervisor at GXO.

12 6. Plaintiff is informed and believes and thereon alleges that Defendant Lisa Leon
13 (“Lisa”), is a Lead at GXO.

14 7. Plaintiff is informed and believes and thereon alleges that Defendant Alfonso
15 Doe (“Alfonso”) (collectively with GXO, Larry and Lisa “Defendants”) works in the Human
16 Resources Department (“HR”) at GXO.

17 8. Plaintiff was employed by GXO as a Warehouse Associate since in or about
18 January 2023. Plaintiff performed picking and packing duties.

19 9. Plaintiff is informed and believes and thereon alleges, that at all times relevant
20 herein, Defendant and some of DOES 1 through 100 were the agents, employees, and/or
21 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things
22 herein alleged, were acting within the course and scope of such agency or employment, and
23 with the approval and ratification of each of the other Defendants.

24 10. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
25 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
26 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
27 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
28 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an

1 individual person who owned, controlled, or managed the business for which Plaintiff worked
2 and/or who directly or indirectly exercised operational control over the working conditions of
3 Plaintiff and national origin, religious and disability discrimination practices. These DOE
4 Defendants held ownership, officer, director and/or executive positions with the remaining
5 Defendants, and acted on behalf of the remaining Defendants, which included decision-making
6 responsibility for national origin, disability and religious discrimination and wage and hour
7 violations, for Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in
8 addition to the remaining Defendants, are “employers” as a matter of law and personally liable
9 on the causes of action alleged herein pursuant to FEHA as alleged herein.

10 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
11 through 100 are, and at all times relevant hereto were, persons, corporations or other business
12 entities organized and existing under and by virtue of the laws of the State of California, and
13 are/were qualified to transact and conduct business in the State of California, and did transact
14 and conduct business in the State of California, and are thus subject to the jurisdiction of the
15 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
16 employ persons, conduct business and engage in national origin, disability and religious
17 discrimination and wage and hour violations in the County of Riverside.

18 12. Plaintiff is further informed and believes, and thereon alleges, that each of the
19 fictitiously named Defendants aided and assisted the named Defendants in committing the
20 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
21 Defendant.

22 **III. PAGA NOTICE**

23 13. Pursuant to the California Labor Code, on or about June 19, 2025, Plaintiff filed
24 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
25 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
26 further reserves the right to amend this Complaint once she completes and complies with the
27 provisions under the law.

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3 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
4 **ACTION**

5 **Employment Information**

6 14. Plaintiff was an employee of the GXO. Plaintiff began working at GXO in or
7 about January 2023 and was wrongfully constructively terminated on or about January 27,
8 2025.

9 **National Origin, Disability and Religious Discrimination and Harassment**

10 15. Plaintiff was denied a work environment free of national origin, disability and
11 religious discrimination.

12 16. Plaintiff is of Hispanic descent. Plaintiff was the only employee in her
13 department that did not speak English. Five African American coworkers, an African
14 American supervisor and a Puerto Rican coworker ridiculed Plaintiff due to her inability to
15 speak English and for not understanding what was said during meetings.

16 17. The harassment began on or about November 10, 2023, and it occurred
17 frequently. Plaintiff's coworkers and supervisor, Larry, would mock her because she was
18 struggling because she did not speak English.

19 18. Plaintiff reported the harassment many times; at least six. She reported it to
20 Carlos, a supervisor and also to Alfonso. However, nothing was done to rectify the situation.

21 19. Plaintiff is a Jehovah Witness. In or about December 2023, Larry called Plaintiff
22 an "extremist" and one of her African American coworkers told her that she and her religion
23 were "stupid." Nearly every day, Plaintiff heard these types of comments about her religion.

24 20. Plaintiff reported the harassment based on religion to Carolina in HR, but
25 nothing was ever done to rectify it.

26 21. In or about May 2024, Plaintiff had her purse stolen at work. This incident
27 caused Plaintiff to experience a great deal of anxiety because she needed medication that was
28 in her purse. Plaintiff's purse was never found.

1 22. In or about December 2024, Plaintiff's Puerto Rican co-worker pushed Plaintiff,
2 causing her to nearly fall.

3 23. Once again Plaintiff reported the incidents of harassment to Carlos and Gaby in
4 HR, but nothing was done.

5 24. As a result of all the harassment, in or about May 2024, Plaintiff was forced to
6 see a psychologist since she was experiencing anxiety and stress. As such, this condition
7 constitutes a physical disability, as that term is defined in *Government Code* § 12926(1)(1)(A),
8 (B).

9 25. On or about January 27, 2025, Plaintiff's psychologist gave her a note stating
10 that she should be switched to an earlier shift to avoid interacting with the harassers.

11 26. Plaintiff provided the note to Larry and GXO told her that they would not
12 accommodate her. As a result, Plaintiff was forced to resign.

13 27. The above acts created a hostile work environment for Plaintiff.

14 28. At all times material hereto, GXO regularly employed five or more persons and
15 therefore is an employer, as that term is defined in *Government Code* § 12926(d).

16 29. On June 19, 2025, Plaintiff filed an administrative complaint with the California
17 Civil Rights Department ("CCRD") alleging retaliation and national origin, religious and
18 disability discrimination by Defendants the GXO, Larry, Lisa and Alfonso. On June 19, 2025,
19 the CCRD issued to Plaintiff a Right to Sue Notice as to Defendants the GXO, Larry, Lisa and
20 Alfonso.

21 **Wage and Hour Violations**

22 30. The employment by the GXO of Plaintiff is governed by Industrial Welfare
23 Commission Wage Order No. 9, which covers those persons employed in the transportation
24 industry.

25 31. Under California law, non-exempt employees as defined by Wage Order No. 9,
26 are entitled to minimum wages. Plaintiff was not paid minimum wages due to GXO's failure to
27 afford compliant meal/rest breaks.

32. As a result of GXO's failure to pay Plaintiff at required minimum wage rates and failure to afford meal/rest breaks, the wage statements issued to her and did not comply with *Labor Code* §226 and IWC Wage Order No. 9 in that they did not accurately reflect all wages earned and due and owing.

33. At times Plaintiff's meal breaks were interrupted.

34. Plaintiff's rest breaks were interrupted.

35. GXO routinely failed to provide Plaintiff with itemized wage statements that properly and accurately itemized the number of hours she worked at the effective regular rates of pay.

36. GXO failed to pay Plaintiff all wages due on termination.

37. GXO failed to provide Plaintiff with her requested employment records.

FIRST CAUSE OF ACTION

(Discrimination Based on National Origin in Violation of *Govt. Code* §12940(a)– By Plaintiff against Defendant GXO and Does 1 through 100)

38. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

39. *California Government Code* section 12940(a) prohibits discrimination, including adverse employment action against an employee based on national origin, among other protected bases.

40. Throughout Plaintiff's employment by GXO, she was regularly subjected to national origin discrimination by her supervisor, Larry and her coworkers due to being Hispanic and not speaking English. Plaintiff apprised GXO's management on multiple occasions of the national origin discrimination that Plaintiff was subjected to, but they failed to prevent the national origin discrimination.

41. All of the conduct by the GXO was done with the full knowledge and ratification of the management employees of the GXO, and was consistent with the recognized

1 policies and procedures of the GXO, which tolerated and encouraged such discriminatory
2 national origin conduct.

3 42. GXO was aware of the discriminatory conduct and did not take effective, good
4 faith action to investigate, remedy, prevent, or stop the national origin discrimination.

5 43. At all times herein mentioned, GXO was legally required to refrain from
6 discriminating against and harassing any employee on the basis of national origin, among
7 other things. Within the time provided by law, Plaintiff filed a complaint with the California
8 Civil Rights Department, in full compliance with these sections, and she received a right to sue
9 letter.

10 44. GXO's conduct resulted in the damages and injuries to Plaintiff as alleged in
11 this Complaint. As a direct and proximate result of the conduct of GXO, Plaintiff has suffered
12 and continues to suffer humiliation, emotional distress, and mental and physical pain and
13 anguish, all to her damage in at least \$1,000,000, according to proof.

14 45. Pursuant to *California Government Code* §12965(c)(6), Plaintiff requests an
15 award of attorneys' fees in this action.

16 46. GXO did the things hereinabove alleged, intentionally, oppressively, and
17 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
18 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
19 community.

20 47. All actions of the GXO were known, ratified and approved by the officers or
21 managing agents of the GXO. Therefore, Plaintiff is entitled to punitive or exemplary damages
22 against the GXO in an amount to be determined at the time of trial.

23 24 **SECOND CAUSE ACTION**

25 **(Discrimination Based on Religion in Violation of *Government Code* § 12940(a) –** 26 **By Plaintiff Against Defendant GXO and Does 1 through 100)**

27 48. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

49. Under the California Fair Employment and Housing Act (“FEHA”), *Government Code* § 12940(a) an employer cannot discriminate against an employee, because of religion.

50. By, *inter alia*, wrongfully failing to restrain Plaintiff's supervisor and coworkers from discriminating and harassing her based on her religion, Defendant GXO discriminated against Plaintiff based on her sincerely held religious beliefs.

51. Defendant GXO has unlawfully discriminated against Plaintiff by allowing Plaintiff to suffer harassment due to her religious beliefs.

52. Plaintiff informed Defendant GXO that she was being harassed based on her religion, but GXO failed to rectify the situation.

53. As a proximate result of the aforesaid acts of Defendant GXO, Plaintiff has suffered actual harm, in an amount subject to proof at the time of trial.

54. As a proximate result of the wrongful acts of Defendant GXO, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish, and embarrassment.

55. In doing the acts herein alleged, Defendant GXO acted with oppression, fraud and malice, and in conscious disregard of Plaintiff's rights. Therefore, Plaintiff is entitled to punitive damages under California Civil Code § 3294 in an amount to be determined at trial according to proof.

56. As a proximate act of the wrongful acts of Defendant GXO, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code § 12965(c)(6).

THIRD CAUSE OF ACTION

(Discrimination Based on Physical Disability in Violation of Government Code §§12940(a))

- By Plaintiff Against Defendant GXO and Does 1 through 100)

1 57. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 the Complaint.

3 58. Under the California Fair Employment and Housing Act ("FEHA"),
4 Government Code § 12940(a), an employer cannot discriminate against an employee, because
5 of a physical disability.

6 59. Plaintiff suffered from the physical limitation as set forth above and was
7 therefore a member of the class of persons protected from disability discrimination under
8 California Government Code § 12940(a).

9 60. Upon learning about Plaintiff's disability, and not wanting a disabled employee,
10 on or about January 27, 2025, GXO constructively terminated Plaintiff's employment in
11 violation of California Government Code § 12940.

12 61. By constructively terminating Plaintiff because of her physical disability, GXO
13 violated Government Code § 12940(a).

14 62. As a direct and proximate result of GXO's conduct, individually and
15 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,
16 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost
17 and will continue to lose employment benefits, in an amount of within the jurisdiction of this
18 Court, according to proof.

19 63. As a direct and proximate result of GXO's actions, Plaintiff has suffered severe
20 and serious injury to her person, all to her damage in a at least \$1,000,000 according to proof.

21 64. GXO's conduct in discriminating against Plaintiff because of her physical
22 disability subjected her to cruel and unjust hardship in conscious disregard of her rights, as it
23 was anticipated by GXO that Plaintiff would be unable to find comparable employment in the
24 foreseeable future. Plaintiff is informed and believes, and thereon alleges, that her wrongful
25 constructive termination by GXO was done with the intent to cause her injury. As a
26 consequence of the aforesaid oppressive, malicious and despicable conduct, Plaintiff is entitled
27 to an award of punitive damages in a sum to be shown according to proof.
28

65. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

FOURTH CAUSE OF ACTION

**(Hostile Work Environment in Violation Govt. Code §12940 et seq.– By Plaintiff Against
Defendant GXO and Does 1 through 100)**

66. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

67. The offensive conduct to which Plaintiff was subjected constitutes a hostile work environment in violation to FEHA, California Government Code §12940 *et seq.* During her employment, GXO violated FEHA, California Government Code §12940 (j), by harassing and discriminating against Plaintiff on the basis of her national origin, religion and physical disability.

68. GXO's harassment was hostile, abusive, continuous and pervasive to create a hostile work environment for the Plaintiff.

69. GXO's harassment was unwelcome, humiliating, offensive and adversely affected the terms of Plaintiff's employment.

70. Plaintiff was subjectively offended by GXO's conduct and any reasonable person in Plaintiff's position would perceive the GXO's conduct as being offensive, hostile and abusive.

71. As a direct result of GXO's failure to take all reasonable steps necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and suffering, extreme and severe mental anguish and emotional distress, loss of earnings and earning capacity. Plaintiff is hereby entitled to general and compensatory damages of at least \$1,000,000, according to proof at trial.

72. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

73. All actions of the GXO were known, ratified and approved by the officers or managing agents of the GXO. Therefore, Plaintiff is entitled to punitive or exemplary damages against the GXO in an amount to be determined at the time of trial.

FIFTH CAUSE OF ACTION

**(Failure to Prevent Discrimination from Occurring in Violation of Government Code
§12940(k) – By Plaintiff against Defendant GXO and Does 1 through 100)**

74. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

75. Plaintiff alleges that GXO violated Government Code §12940(k) by failing to take all reasonable steps to prevent national origin, religious and disability discrimination and harassment from occurring.

76. GXO knew or reasonably should have known of GXO's employees' propensities for engaging in unlawful, discriminatory and harassing conduct in the workplace, and the GXO should have restrained GXO's employees from engaging in unlawful, discriminatory and harassing conduct towards Plaintiff based on her national origin, religion and disability. GXO failed to take all reasonable steps necessary to prevent the discrimination and harassment from occurring.

77. Plaintiff is informed and believes and thereupon alleges that the GXO failed to provide adequate training to their employees to prevent national origin, religious and disability discrimination.

78. GXO's discriminatory conduct toward Plaintiff caused her to suffer physical, emotional and psychological injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. Plaintiff is hereby entitled to general and compensatory damages in the amount of at least \$1,000,000, to be proven at trial.

79. GXO's conduct was the proximate cause of the Plaintiff's damages.

80. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

81. All actions of the GXO were known, ratified and approved by the officers or managing agents of the GXO. Therefore, Plaintiff is entitled to punitive or exemplary damages against the GXO in an amount to be determined at the time of trial.

SIXTH CAUSE OF ACTION

(Harassment in Violation of *Govt. Code* §12940 (j) By Plaintiff Against All Defendants and Does 1 through 100)

82. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

83. The FEHA explicitly prohibits any employer or any other person from harassing an employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. *Gov. Code* § 12940(j).

84. GXO was at all times material herein Plaintiff's employer pursuant to Government Code sections 12940(d) and 12940(j)(4) and was therefore barred from harassing its employees in violation of Government Code section 12940(j).

85. Defendants' harassment, as set forth above, created an abusive working environment in violation of Government Code section 12940(j). GXO and/or their agents/employees harassed Plaintiff and/or failed to take immediate and appropriate corrective action. The harassment was sufficiently pervasive and severe as to alter the conditions of employment and to create a hostile or abusive work environment.

86. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered emotional distress and physical symptoms, pain and suffering, has lost income and related benefits, past and future, and medical expenses, all to her damage in the amount of at least \$1,000,000, according to proof.

87. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

88. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agents/employees of the GXO acting in an oppressive, fraudulent and malicious manner in order to injure or damage Plaintiff, thereby justifying an award to her of punitive damages.

SEVENTH CAUSE OF ACTION

(Retaliation, Govt. Code §§12940 et seq.– By Plaintiff Against Defendant GXO and Does 1 through 100)

89. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

90. This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h), which provides that it is unlawful to retaliate against a person "because the person has opposed any practices forbidden under [Government Code sections 12900 through 12966] or because the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

91. As a result of her national origin, religion and disability, Plaintiff was denied the right to work in an environment free of discrimination and harassment.

92. GXO's retaliatory conduct toward Plaintiff caused her emotional injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem. GXO's retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's damages.

93. Plaintiff's national origin, religion and disability were the reasons GXO retaliated against her. Further, Plaintiff was retaliated against due to her complaining about harassment due to her national origin, religious and disability discrimination.

94. Plaintiff has suffered monetary damages, lost wages and privileges of employment illegally caused by GXO's discriminatory conduct in an amount according to proof.

95. GXO's conduct was the proximate cause of the Plaintiff's damages.

1 96. GXO did the things hereinabove alleged, intentionally, oppressively, and
2 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
3 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
4 community.

5 97. As a further proximate result of the conduct of GXO, Plaintiff suffered mental
6 and emotional distress in the amount of at least \$1,000,000, according to proof.

7 98. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
8 award of attorneys' fees in this action.

9 99. All actions of GXO were known, ratified and approved by the officers or
10 managing agents of GXO. Therefore, Plaintiff is entitled to punitive or exemplary damages
11 against GXO in an amount to be determined at the time of trial.

12 100. As a result of GXO's conduct, Plaintiff is entitled to recover punitive damages in
13 an amount according to proof at trial.

14
15 **EIGHTH CAUSE OF ACTION**

16 **(Failure to Accommodate Physical Disability in Violation of *Government Code***

17 **§ 12940(m) – By Plaintiff Against Defendant GXO and Does 1 through 100)**

18 101. Plaintiff realleges and incorporates by reference all of the allegations set forth in
19 this Complaint.

20 102. As alleged herein, in January 2025, Plaintiff requested that GXO make a
21 reasonable accommodation for her physical disability so that she would be able to perform the
22 essential job requirements. GXO refused said accommodation and refused to discuss any other
23 potential reasonable accommodation it might afford to Plaintiff, wrongfully constructively
24 terminating Plaintiff instead on or about January 27, 2025.

25 103. By refusing to afford Plaintiff a reasonable accommodation, GXO violated
26 Government Code § 12940(m).

27 104. As a direct and proximate result of GXO's conduct, individually and
28 collectively, Plaintiff has suffered and continues to suffer substantial losses in income,

1 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and
2 will continue to lose employment benefits, in an amount according to proof.

3 105. As a direct and proximate result of GXO's actions, Plaintiff has suffered severe
4 and serious injury to her person, all to her damage in a sum within the jurisdiction of this Court
5 and to be shown according to proof.

6 106. GXO did the things hereinabove alleged, intentionally, oppressively, and
7 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
8 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
9 community.

10 107. All actions of GXO were known, ratified and approved by the officers or
11 managing agents of GXO. Therefore, Plaintiff is entitled to punitive or exemplary damages
12 against GXO in an amount to be determined at the time of trial.

13 108. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an
14 award of attorneys' fees in this action.

15
16 **NINTH CAUSE OF ACTION**

17 **(Failure to Engage in a Good Faith Interactive Process in Violation of Government Code**
18 **§12940(n) – By Plaintiff Against Defendant GXO and Does 1 through 100)**

19 109. Plaintiff realleges and incorporates by reference all of the allegations set forth in
20 this Complaint.

21 110. At all times hereto, FEHA, including in particular Government Code §12940(n),
22 was in full force and effect and was binding on Defendant GXO. This subsection imposes a
23 duty on Defendant GXO to engage in a timely, good faith, interactive process with the
24 employee to determine reasonable accommodation, if any, in response to a request for a
25 reasonable accommodation by an employee with a known physical disability or known medical
26 condition.

27 //

28 //

1 111. At all relevant times, Plaintiff was a member of a protected class within the
2 meaning of Government Code §12940(a) et seq. because he had a disability, due to injuries
3 suffered, of which GXO had both actual and constructive notice.

4 112. Plaintiff reported her disability to GXO, triggering GXO's obligation to engage
5 in a good faith interactive process with Plaintiff, but at all times herein, GXO failed and refused
6 to do so.

7 113. GXO breached their statutory duty under FEHA to engage in a timely good faith
8 interactive process to determine a reasonable accommodation for Plaintiff's physical disability.
9 Plaintiff further alleges: (1) that GXO was the Plaintiff's employer; (2) that Plaintiff was an
10 employee of GXO; (3) that Plaintiff sustained an injury that required reasonable
11 accommodation and which injury was known to GXO; (4) that Plaintiff requested that GXO
12 make reasonable accommodation for her injury and/or physical condition so that she would be
13 able to perform the essential functions of her job requirements; (5) that Plaintiff was willing to
14 participate in the interactive process to determine whether reasonable accommodation could be
15 made so that she would be able to perform the essential job requirements; (6) that GXO failed
16 to participate in a timely good faith interactive process with Plaintiff to determine whether
17 reasonable accommodation could be made; (7) that Plaintiff was harmed financially; and (8)
18 that GXO's failure to engage in a good faith interactive process was a substantial factor in
19 causing Plaintiff's damage and harm. Instead of engaging in a good faith interactive process,
20 GXO, wrongfully constructively terminated Plaintiff on or about January 27, 2025.

21 114. The above acts of GXO constitute violations of FEHA, and were a proximate
22 cause in Plaintiff's damages as stated below.

23 115. GXO did the things hereinabove alleged, intentionally, oppressively, and
24 maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against
25 public policy, were obnoxious, despicable, and ought not to be suffered by any member of the
26 community.

116. All actions of GXO were known, ratified and approved by the officers or managing agents of GXO. Therefore, Plaintiff is entitled to punitive or exemplary damages against GXO in an amount to be determined at the time of trial.

117. Pursuant to Government Code §12965(c)(6), Plaintiff requests a reasonable award of attorneys' fees and costs.

TENTH CAUSE OF ACTION

**(Wrongful Constructive Termination in Violation of Public Policy in Violation of
Government Code §12940 et seq.– By Plaintiff Against Defendant GXO and Does 1
through 100)**

118. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

119. Plaintiff alleges that significant policies exist in the State of California that prohibit discrimination, retaliation, wrongfully terminating an employee for complaining about discrimination based on being of Hispanic descent, due to religion, based on disability and protesting against unlawful employment practices. Among others, the right to be free from discrimination and retaliation are codified in the California and United States Constitutions and the provisions of Government Code §§12900 *et seq.*

120. These policies are set forth in various laws including but not limited to Government Code §§12940 (a), Cal. Const. Art. 1, §8 (employment discrimination).

121. GXO wrongfully constructively terminated Plaintiff in violation of important and well-established public policies, including, but not limited to, policies against discrimination and based on national origin, religion and disability.

122. GXO, acting through its employees and supervisors, intentionally created and knowingly permitted the discrimination based on national origin, religion and disability and harassment.

123. GXO's wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount within the jurisdiction of this Court, according to proof.

124. As a further proximate result of the unlawful acts of GXO as alleged above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish, and emotional and physical distress that a reasonable person would suffer upon losing her job. As a result of such actions and consequent harm, Plaintiff has suffered such damages of at least \$1,000,000, according to proof.

125. The above acts of GXO constituted a wrongful constructive termination of Plaintiff and were in violation of public policy as described above. Such termination was a substantial factor in causing damage and injury to Plaintiff as set forth below.

126. Plaintiff believes and thereon alleges that engaging in protected activity, including, but not limited to, complaining about discrimination due being of Hispanic descent, not speaking English, due to her religion and disability, were factors in GXO's conduct as alleged hereinabove.

127. As a result of GXO's conduct, Plaintiff is entitled to recover punitive damages in amount according to proof at trial.

128. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

ELEVENTH CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 9 – By Plaintiff Against Defendant GXO and Does 1 through 100)

129. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

130. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage... to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 9 also obligates employers to pay each

1 employee minimum wages for all hours worked. These minimum wage standards apply to each
2 hour employees worked for which they were not paid. Therefore, an employer's failure to pay
3 for any particular hour of time worked by an employee is unlawful, even if averaging an
4 employee's total pay over all hours worked, paid or not, results in an average hourly wage
5 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

6 131. Here, Plaintiff was not paid minimum wages due to GXO's failure to afford
7 Plaintiff compliant meal/rest breaks. Plaintiff's meal/rest breaks were interrupted.

8 132. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
9 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
10 wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

11 133. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
12 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
13 *Code* § 1194. Where an employee, such as Plaintiff IS not paid for all hours worked under
14 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
15 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
16 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
17 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
18 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
19 (N.D. Cal. 2016).

20 134. Plaintiff suffered and continued to suffer losses related to the use and
21 enjoyment of compensation due and owing to her as a direct result of GXO's unlawful acts and
22 Labor Code violations in the amount of at least \$109,440, according to proof at trial.

23 135. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
24 wages against employers and those individuals acting on their behalf. Plaintiff requests that
25 this Court assess said penalty against Defendant GXO in an amount to be proven at trial.

26 136. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
27 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendant
28

1 GXO owes her, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
2 according to proof.

3
4 **TWELFTH CAUSE OF ACTION**

5 **(Failure to Provide Meal Breaks in Violation of Labor Code §226.7; IWC Wage Order**
6 **No. 9 – By Plaintiff Against Defendant GXO and Does 1 through 100)**

7 137. Plaintiff realleges and incorporates by reference all of the allegations set forth in
8 this Complaint.

9 138. California Labor Code §226.7(a) prohibits an employer from requiring an
10 employee to work during any meal period mandated by an applicable Industrial Wage Order.
11 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
12 employee to work during a meal or rest break or recovery period mandated pursuant to an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
14 Commission..."

15 139. California Labor Code §1198 makes unlawful the employment of an employee
16 under conditions the IWC prohibits.

17 140. IWC Wage Order No. 9 provides, in relevant part: "No employer shall employ
18 any person for a work period of more than five (5) hours without a meal period of not less than
19 30-minutes, except that when a work period of not more than six (6) hours will complete the
20 day's work the meal period may be waived by mutual consent of the employer and the
21 employee."

22 141. IWC Wage Order No. 9 further provides, in relevant part: "Unless the employee
23 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an
24 'on duty' meal period and counted as time worked."

25 142. Section 512(a) of the California Labor Code provides, in relevant part, that:
26 An employer may not employ an employee for a work period of more than five
27 hours per day without providing the employee with a meal period of not less
28 than 30-minutes, except that if the total work period per day of the employee is

1 no more than six hours, the meal period may be waived by mutual consent of
2 both the employer and employee.

3 143. The Labor Code and Wage Order No. 9 provisions cited above require
4 California employers to provide employees with off-duty 30-minute meal periods on or before
5 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
6 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
7 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
8 or before the fifth hour of their shifts.

9 144. Plaintiff's meal breaks were routinely interrupted.

10 145. GXO further violated IWC Wage Order No. 9 and Labor Code § 226.7 by
11 failing to pay one hour of compensation to Plaintiff at her individual and regular rate of pay for
12 each work day that the meal period was not provided, in an amount according to proof. This
13 amount remains owed and unpaid.

14 146. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
15 recover wages due based on the deprivation of meal periods under Cal. Labor Code
16 § 226.7(b).

17 147. As a direct and proximate result of GXO's unlawful conduct as alleged herein,
18 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
19 interest, in an amount to be established at trial, and is entitled to recover economic and statutory
20 damages, attorneys' fees and penalties and other appropriate relief due to Defendant GXO's
21 violations of the California Labor Code and IWC Wage Order No. 9.

22
23 **THIRTEENTH CAUSE OF ACTION**

24 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7; IWC Wage Order No.**
25 **9 – By Plaintiff Against Defendant GXO and Does 1 through 100)**

26 148. Plaintiff realleges and incorporates by reference all of the allegations set forth in
27 this Complaint.
28

1 149. Labor Code § 226.7 and IWC Wage Order No. 9 provide that employers shall
2 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
3 per four hours of work, or major fraction thereof.

4 150. Labor Code § 226.7 and Wage Order No. 9 provide that if an employer fails to
5 provide an employee with rest periods in accordance with those provisions, the employer shall
6 pay the employee one hour of pay at the employee's regular rate of compensation for each
7 workday that the rest periods were not so provided.

8 151. GXO has intentionally and improperly failed to afford Plaintiff uninterrupted
9 rest periods in violation of Labor Code § 226.7 and Wage Order No. 9.

10 152. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

11 153. At all times relevant hereto, GXO failed to provide compliant rest periods as
12 required by Labor Code § 226.7 and IWC Wage Order No. 9.

13 154. By virtue of GXO's unlawful failure to afford rest periods, Plaintiff has suffered,
14 and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but
15 which exceed the jurisdictional limits of the Court and which will be ascertained according to
16 proof at trial.

17
18 **FOURTEENTH CAUSE OF ACTION**

19 **(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code**
20 **§226– By Plaintiff Against Defendant GXO and Does 1 through 100)**

21 155. Plaintiff realleges and incorporates by reference all of the allegations set forth in
22 this Complaint.

23 156. At all times relevant herein, GXO issued payroll statements to Plaintiff which
24 violated Cal. Lab. Code §226(a), in that GXO failed to properly and accurately itemize the
25 number of hours she worked at the effective regular rates of pay.

26 157. GXO knowingly and intentionally failed to comply with Cal. Lab. Code
27 §226(a), causing damage to Plaintiff. These damages, including but not limited to costs
28 expended calculating her true hours worked, and the amount of employment taxes which were

1 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
2 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
3 violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal.
4 Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and
5 costs.

6 158. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
7 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

9 **FIFTEENTH CAUSE OF ACTION**

10 **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By** 11 **Plaintiff Against Defendant GXO and Does 1 through 100)**

12 159. Plaintiff realleges and incorporates by reference all of the allegations set forth in
13 this Complaint.

14 160. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
15 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
16 from employment, unpaid wages are due and payable within 72 hours of resignation.

17 161. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
18 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
19 paid, not to exceed thirty days.

20 162. Plaintiff was wrongfully discharged from GXO's employ and GXO willfully
21 failed to pay Plaintiff wages due to her.

22 163. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
23 She was not timely paid, not to exceed 30 days' wages.

24 164. By willfully failing to pay Plaintiff for minimum wages and separate amounts
25 owed for meal/rest periods not provided, as set forth above, in a timely manner as required by
26 Cal. Lab. Code §§ 201 & 202, GXO is liable to her for penalties pursuant to Cal. Lab. Code §
27 203, in an amount equal to 30 days of her per diem wage rate in an amount according to proof.

1 **SIXTEENTH CAUSE OF ACTION**

2 **Failure to Allow Inspection of Employment Records**

3 **(Cal. Labor Code §1198.5 By Plaintiff Against Defendant GXO and Does 1 through 100)**

4 165. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 166. California Labor Code Section 1198.5 provides:

7 (a) Every current and former employee, or his or her representative, has the right
8 to inspect and receive a copy of the personnel records that the employer
9 maintains relating to the employee's performance or to any grievance concerning
10 the employee.

11 (b) The employer shall make the contents of those personnel records available
12 for inspection to the current or former employee, or his or her representative, at
13 reasonable intervals and at reasonable times, but not later than 30 calendar days
14 from the date the employer receives a written request, unless the current or
15 former employee, or his or her representative, and the employer agree in writing
16 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
17 date does not exceed 35 calendar days from the employer's receipt of the written
18 request to inspect the records. Upon a written request from a current or former
19 employee, or his or her representative, the employer shall also provide a copy of
20 the personnel records,... later than 30 calendar days from the date the employer
21 receives the request...

22 (k) If an employer fails to permit a current or former employee, or his or her
23 representative, to inspect or copy personnel records within the times specified I
24 this section... the current or former employee may recover a penalty of seven
25 hundred fifty dollars (\$750) from the employer.

26 (l) A current or former employee may also bring an action for injunctive relief
27 to obtain compliance with this section, and may recover costs and reasonable
28 attorney's fees in such an action.

1 167. Additionally, pursuant to IWC Wage Order No. 9, at section 7 re: Records,
2 employers are required to keep accurate payroll records on each employee, and such records
3 must be made readily available for inspection by the employee upon reasonable request. The
4 employer must also maintain accurate production records.

5 168. On or about June 19, 2025, Plaintiff's counsel issued a written request to GXO
6 for copies of her personnel records.

7 169. Under California Labor Code Sections 226, 432 and 1198.5, such records were
8 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
9 Plaintiff's counsel and GXO did not enter into an agreement to enlarge the time for GXO's
10 compliance, and GXO has failed and refused to permit Plaintiff copies of her records.

11 170. As a direct result and consequence of GXO's failure and refusal to permit
12 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
13 decree mandating GXO's compliance. Plaintiff has suffered and will suffer harm as a result of
14 GXO's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750
15 based upon GXO's violation of §1198.5.

16
17 **SEVENTEENTH CAUSE OF ACTION**

18 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & Prof. Code**
19 **§17200 et seq.– By Plaintiff Against Defendant GXO and Does 1 through 100)**

20 171. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 172. California Business & Professions Code § 17200 et seq. prohibits acts of unfair
23 competition, which shall mean and include any "unlawful and unfair business practices."

24 173. GXO's conduct as alleged herein has been and continues to be unfair, unlawful,
25 and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights affecting the
26 public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5. Plaintiff is a
27 "person" within the meaning of Business & Professions Code § 17204, and therefore has
28 standing to bring this suit for restitution.

1 174. The payment of minimum wages, affording of meal/rest breaks, paying all
2 wages due on termination, issuing accurate wage statements, and providing employment
3 records are fundamental public policies of the State of California. It is also the public policy of
4 this State to enforce minimum labor standards, to ensure that employees are not required or
5 permitted to work under substandard and unlawful conditions, and to protect those employers
6 who comply with the law from losing competitive advantage to other employers who fail to
7 comply with labor standards and requirements.

8 175. GXO failed to pay Plaintiff minimum wages, allow Plaintiff to take meal/rest
9 breaks, to pay all wages due on termination, to issue accurate wage statements and to provide
10 her employment records.

11 176. During the applicable limitations period, GXO violated Plaintiff's rights under
12 the above-referenced Labor Code sections by failing to pay minimum wages, meal/rest breaks
13 not afforded, , in violation of *Labor Code* §§ 226.7, 203, 226, 1194 and 1197 as a result of not
14 correctly calculating her regular rate of pay to include all applicable remuneration, including,
15 but not limited to, minimum wages, premium pay for not compliant meal/rest breaks.

16 177. Through the conduct alleged herein, GXO acted contrary to these public policies
17 and has thus engaged in unlawful and/or unfair business practices in violation of Business &
18 Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and privileges
19 guaranteed to employees under California law.

20 178. GXO regularly and routinely violated the following statutes and regulations with
21 respect to Plaintiff:

22 *Cal. Labor Code* § 1197 and IWC Wage Order No. 9 (failure to pay minimum
23 wages);

24 *Cal. Lab. Code* § 226 (failure to provide accurate wage statements to employees
25 at the time of payment);

26 *Cal. Lab. Code* §§ 201, 202 and 203 (failure to pay wages due on termination);

27 *Cal. Lab. Code* §§ 226.7 and 512, and IWC Wage Order No. 9 (failure to
28 provide meal/rest periods); and

1 *Cal. Lab. Code* §1198.5 (failure to allow inspection of employment records).

2 179. By engaging in these business practices, which are unfair business practices
3 within the meaning of *Bus. & Prof. Code* §§ 17200 et seq., GXO harmed Plaintiff and gained
4 an unfair competitive edge. Under the *Business & Professions Code* § 17203, Plaintiff is
5 entitled to obtain restitution of these funds.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
9 and against Defendants, and each of them, as follows:

- 10 1. For compensatory damages for lost wages and employment benefits, in the
11 amount of at least \$109,440.00, according to proof;
- 12 2. For compensatory damages in the amount of minimum wages due to Plaintiff, in
13 the amount of at least \$109,440.00, according to proof;
- 14 3. For compensatory damages for physical and emotional distress, in at least
15 \$1,000,000, subject to proof;
- 16 4. For an award of consequential damages, according to proof;
- 17 5. For compensation of one hour at the regular rate of pay for each meal/rest period
18 denied in violation of *Cal. Lab. Code* § 226.7 and IWC Wage Order No. 9, according to proof;
- 19 6. For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;
- 20 7. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
21 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the
22 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after
23 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
- 24 8. For specific relief enforcing waiting time penalties of 30 days of per diem wages
25 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;
- 26 9. For a preliminary and permanent injunction ordering GXO to disclose Plaintiff's
27 payroll records and to prevent GXO from committing such illegal acts in the future;
- 28

10. For an award of restitution of wages to Plaintiff in an amount equal to the amount of wages owed and unpaid, according to proof;

11. For injunctive relief requiring GXO to comply with Labor Code 1198.5(b)(1);

12. For past and future medical expenses, according to proof;

13. For punitive and exemplary damages in a sum to be determined at trial;

14. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Government Code* § 12965(c)(6), Cal. Lab. Code §§ 218.5, 1198.5(1) and Cal. Code Civ. Proc. §1021.5;

15. For prejudgment interest, according to proof; and

16. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Elvira Robledo hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: June 19, 2025

By: Molly E. Hoot
Molly E. Hoot
Attorneys for Plaintiff
Elvira Robledo