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October 27, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for GXO Logistics Supply Chain, Inc.:
Registered Agent Solutions, Inc.
720 14th Street
Sacramento, CA 95814

Re: Richard Arredondo v. GXO Logistics Supply Chain, Inc.

Dear Labor and Workforce Development Agency and GXO Logistics Supply Chain, Inc.:

This letter shall serve as Richard Arredondo's ("Mr. Arredondo") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by GXO Logistics Supply Chain, Inc. ("GXO"), including the facts and theories to support the alleged violations. Mr. Arredondo intends to seek civil penalties against GXO under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by GXO in California during the statutory period ("Aggrieved Employees"). Mr. Arredondo is informed and believes and based thereon alleges that there are at least 300 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Arredondo alleges GXO violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Mr. Arredondo has been employed by GXO in Redlands, California as a non-exempt material handler since approximately June 2021.

Minimum, Sick, and Overtime Wages

Throughout the statutory period, GXO failed to pay Mr. Arredondo and other Aggrieved Employees at least the applicable legal minimum, sick, and overtime wage due to GXO's policy and practice of failing to include shift differentials and incentive pay in the regular rate of pay. As a result, GXO failed to pay Mr. Arredondo and other Aggrieved Employees for all minimum, sick, and overtime wages due in violation of Labor Code §§ 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, GXO failed to provide Mr. Arredondo and other Aggrieved Employees with 30-minute meal periods for every 5 hours worked as required by Labor

Code § 512. Mr. Arredondo and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. GXO failed to pay Mr. Arredondo and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, GXO failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, GXO failed to authorize and permit Mr. Arredondo and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Mr. Arredondo and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. GXO failed to pay Mr. Arredondo and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, GXO failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to GXO's wage, meal period, and rest period violations as alleged above, GXO failed to provide Mr. Arredondo and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. Further, GXO routinely paid wages that were earned in a prior pay period in a subsequent pay period without identifying the inclusive dates of the pay period in which those wages were earned. These failures were knowing and intentional.

Timing of Wage Payments

Due to GXO's wage, meal period, and rest period violations as alleged above, GXO failed to pay all wages due during Mr. Arredondo's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. Additionally, GXO routinely paid Mr. Arredondo and other Aggrieved Employees wages more than 7 days after the close of the pay period in which they were earned. These failures were willful and intentional.

Recordkeeping

Due to GXO's wage, meal period, and rest period violations as alleged above, GXO failed to maintain accurate and complete records showing the hours worked each day by Mr. Arredondo and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Mr. Arredondo seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Mr. Arredondo will be filing on behalf of himself and all other Aggrieved Employees against GXO. Mr. Arredondo intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).



Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint