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11 **IN THE UNITED STATES DISTRICT COURT**  
 12 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

13 LAUREN GAW,

14 Plaintiff,

15 v.

16 UNITEDHEALTH GROUP, INC.,  
 17 d/b/a OUTPATIENT SURGERY  
 18 CENTER OF LA JOLLA,

19 Defendant.

20 Case No: '25CV1556 CAB DEB

21 **COMPLAINT FOR RETALIATION,**  
 22 **DISCRIMINATION, HARASSMENT**  
 23 **AND WRONGFUL TERMINATION**  
 24 **IN VIOLATION OF PUBLIC**  
 25 **POLICY**

26 [Jury Trial Demanded]

1 Plaintiff Lauren Gaw brings this action for relief against Defendant  
2 UnitedHealth Group, Inc., doing business as the Outpatient Surgical Center of La  
3 Jolla, and alleges as follows:

4 **INTRODUCTION**

5 1. This action is brought to vindicate the right of employees, under  
6 longstanding California law, to engage in political activity without interference by  
7 their employers, and to be free from discrimination, harassment and retaliation  
8 because of their association with protected communities.

9 2. Plaintiff Lauren Gaw is a registered nurse. In her personal life, she is a  
10 passionate human rights activist who advocates for progressive political causes. At  
11 her places of work, however, Ms. Gaw has never sought to engage fellow  
12 employees in discussions or debates about political matters, and prefers to focus on  
13 providing professional patient care.

14 3. Nonetheless, Ms. Gaw was suspended, and then fired, by Defendant  
15 for having brought to work two water bottles that bore stickers expressing her  
16 personal political opinion in support of Palestinian freedom and in opposition to  
17 Israel’s conduct in the war in Gaza.

18 4. In so doing and as further alleged below, Defendant violated Ms.  
19 Gaw’s rights under California Labor Code Sections 1101 and 1102, Labor Code  
20 Section 98.6, and Government Code Sections 12940(a) and (h).

21 5. Ms. Gaw seeks legal and equitable relief, and her reasonable  
22 attorneys’ fees, costs and litigation expenses, as remedies for Defendant’s violation  
23 of her rights.

24 **JURISDICTION AND VENUE**

25 6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §  
26 1332(a)(1) because there exists complete diversity between the parties, and the  
27 amount in controversy exceeds \$75,000.

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1           16. On January 31, 2024, after Ms. Gaw had clocked out from her shift  
2 and was on her way to the parking garage, she was accosted by Dr. David Levine,  
3 who worked at SCA Health.

4           17. Dr. Levine stated to Ms. Gaw that he had received complaints about  
5 her water bottle and, specifically, a sticker on the bottle that read “Israel is  
6 committing genocide in Gaza,” which he said was “upsetting people.”

7           18. Dr. Levine directed Ms. Gaw to stop bringing her water bottle to  
8 work, admonishing her that “work is not a place to be political.”

9           19. Ms. Gaw was taken aback, since she had neither discussed nor called  
10 attention to the sticker at work. Nonetheless, she agreed not to bring the bottle to  
11 work.

12           20. On February 5, 2024, Ms. Gaw returned to work with her only other  
13 water bottle, which had a sticker on it that read “Palestine will be free from the  
14 river to the sea.” After her lunch break, she was summoned into a meeting with her  
15 supervisors Gladys Barajas, Benjamin Travis Woodward, and Sandy [last name  
16 unknown].

17           21. During the meeting, the supervisors stated they had received  
18 complaints about the sticker on Ms. Gaw’s second water bottle and that they, the  
19 supervisors, considered the sticker to constitute “harassment.” They instructed her  
20 not to bring the bottle to work again, and to put it away in her locker.

21           22. In disbelief, Ms. Gaw responded that it was not her intention to harass  
22 anyone. Instead, she intended only to express her personal political opinion in  
23 support of Palestinian freedom and in opposition to Israel’s conduct in the war in  
24 Gaza. She pointed out that she did not have another water bottle, and also noted  
25 that she had brought the same water bottles to work for weeks and had never  
26 before been told that they were inappropriate.

27           23. Ms. Gaw also asked the supervisors to explain SCA Health’s policy,  
28 if any, on stickers. She noted that coworkers had stickers on their water bottles

1 espousing other political views, including support for the Black Lives Matter  
2 movement and that, to her knowledge, they had not been counseled, reprimanded  
3 or disciplined in any way.

4 24. In addition, Ms. Gaw sought clarity regarding what stickers she was  
5 prohibited from displaying, and whether she should avoid stickers mentioning any  
6 country or only those referencing Palestine and Israel. She expressed that she felt  
7 she was being singled out because of her support for Palestine.

8 25. The supervisors did not respond to Ms. Gaw’s queries. Instead, they  
9 merely repeated that she could not bring her water bottles to work again. She  
10 agreed she would do as instructed, and placed the water bottle in her locker.

11 26. Ms. Gaw then returned to her workstation, where her coworkers asked  
12 her why she was late for her shift. She responded that she had been in a meeting  
13 with management. When they inquired further, Ms. Gaw explained that she had  
14 been reprimanded because of her water bottle stickers, expressed her frustration  
15 with her supervisors’ actions, and said that she intended to contact Human  
16 Resources.

17 27. At this point, Dr. Allison Gordon, an SCA Health physician who was  
18 not part of the conversation, interjected herself. In front of employees and patients,  
19 she began yelling at Ms. Gaw about how “inappropriate” her stickers were, and  
20 that Ms. Gaw should “do [her] research.”

21 28. Ms. Gaw understood Dr. Gordon to be referring to the war in Gaza.  
22 She calmly thanked Dr. Gordon for sharing her views on the subject, and said that  
23 she did not want to have a conversation with her about it. Nonetheless, Dr. Gordon  
24 persisted in her explosive diatribe against Ms. Gaw and declared that she, Dr.  
25 Gordon, was on the “right side of history,” that “it is about humanity,” and that Ms.  
26 Gaw “should educate [herself].” Ms. Gaw respectfully reiterated that she did not  
27 want to discuss the subject with Dr. Gordon.

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1           29. Ms. Gaw was deeply shaken by Dr. Gordon’s unrestrained personal  
2 attack against her. It caused Ms. Gaw to experience profound embarrassment and  
3 distress. Moreover, Ms. Gaw was acutely aware that although she was being  
4 reprimanded for a sticker, Dr. Gordon was permitted to openly unleash a torrent of  
5 abuse, verbally assault Ms. Gaw, and vociferously express her own, opposite  
6 political viewpoint with impunity.

7           30. Later that day, Ms. Gaw told Ms. Barajas and Mr. Woodward that Dr.  
8 Gordon had loudly confronted her about her stickers. Ms. Barajas said they would  
9 investigate the matter.

10           31. On the same day, Ms. Gaw contacted Human Resources and  
11 recounted her interactions with Drs. Levine and Gordon. She additionally stated  
12 that she felt discriminated against because her stickers were about Palestine, and  
13 queried whether Black Lives Matter stickers would have been treated the same  
14 way. She also stated that these events had “contributed to a hostile work  
15 environment.”

16           32. On February 8, 2024, Ms. Gaw received a call at home from Julio  
17 Portillo, a Human Resources representative for SCA Health. Ms. Gaw asked to be  
18 called back during work hours and provided him with her availability for a phone  
19 call. She never heard from Mr. Portillo again.

20           33. The next day, Ms. Gaw received the work schedule for the following  
21 week and saw that she had no shifts assigned to her. When she contacted Ms.  
22 Barajas to ask about this, Ms. Barajas said that she had been suspended for the  
23 following week and told her not to come to work. When Ms. Gaw asked why she  
24 was being suspended, Ms. Barajas responded only by stating that she would  
25 conduct an investigation.

26           34. On February 14, 2024, Ms. Barajas and Mr. Woodward told Ms. Gaw  
27 that she had been terminated. Ms. Gaw was shocked, especially since no one had  
28 spoken to her as part of an investigation. She expressed this concern to Ms. Barajas

1 and Mr. Woodward and told them she did not understand why she was being  
2 terminated. Ms. Barajas stated, in response, that Ms. Gaw’s “behavior did not align  
3 with [SCA Health’s] values.”

4 35. Subsequently, Ms. Gaw received a letter from SCA Health that cited,  
5 as a reason for her termination, a “violation of a company policy or rule.” This  
6 differed from the reason Ms. Barajas had previously given her.

7 36. At no point has SCA Health identified the specific “company policy  
8 or rule” that Ms. Gaw allegedly violated.

9 37. On December 4, 2024, Ms. Gaw filed a complaint with the California  
10 Labor Commissioner alleging retaliation by SCA Health in violation of California  
11 Labor Code Sections 1101 and 1102. SCA Health was served with a copy thereof  
12 on December 5, 2024.

13 38. On March 26, 2025, Ms. Gaw filed a complaint of discrimination,  
14 harassment and retaliation in violation of the California Fair Employment and  
15 Housing Act against SCA Health with the California Civil Rights Department,  
16 which issued a notice of right to sue the same day. SCA Health was served with a  
17 copy thereof on April 2, 2025.

18 **FIRST CLAIM FOR RELIEF**

19 **[Violation of California Labor Code § 1101]**

20 39. Plaintiff re-alleges and incorporates by reference each preceding  
21 paragraph as if fully set forth herein.

22 40. Section 1101 of the California Labor Code prohibits employers from  
23 making, adopting, or enforcing any rule, regulation or policy that forbids or  
24 prevents employees from engaging or participating in politics, or controls or  
25 directs, or tends “to control or direct the political activities or affiliations of  
26 employees.”

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1 41. Plaintiff’s placement of stickers expressing her support of Palestine on  
2 her water bottles constituted political activity and affiliation protected by Section  
3 1101.

4 42. Defendant’s actions as alleged herein were motivated by its  
5 opposition to Plaintiff’s political activity and affiliation.

6 43. Defendant’s actions amounted to, and were taken pursuant to, a rule,  
7 regulation, or policy that sought to control or direct Plaintiff’s political activity and  
8 affiliation.

9 44. Defendant’s actions effectively declared that it would not tolerate the  
10 espousal of views or advocacy supporting Palestine at SCA Health.

11 45. By suspending and then terminating Plaintiff because of her political  
12 activity and affiliation, Defendant violated Section 1101.

13 46. Defendant’s actions were undertaken with oppression, fraud or malice  
14 and in conscious or reckless disregard of Plaintiff’s rights.

15 47. As a direct and proximate result of Defendant’s unlawful acts,  
16 Plaintiff has sustained economic and non-economic damages according to proof at  
17 trial, including without limitation back pay, lost employment benefits, and  
18 compensatory and punitive damages.

19 48. Plaintiff also seeks her reasonable attorneys’ fees, costs and litigation  
20 expenses.

21 **SECOND CLAIM FOR RELIEF**

22 **[Violation of California Labor Code § 1102]**

23 49. Plaintiff re-alleges and incorporates by reference each preceding  
24 paragraph as if fully set forth herein.

25 50. Section 1102 of the California Labor Code prohibits employers from  
26 coercing or influencing or attempting “to coerce or influence [their] employees  
27 through or by means of threat of discharge or loss of employment to adopt or  
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1 follow or refrain from adopting or following any particular course or line of  
2 political action or political activity.”

3 51. Plaintiff’s placement of stickers expressing her support of Palestine on  
4 her water bottles constituted a course or line of political action or political activity  
5 protected by Section 1102.

6 52. Defendant’s actions as alleged herein were motivated by its  
7 opposition to Plaintiff’s course or line of political action or political activity.

8 53. By suspending and then terminating Plaintiff because of her course or  
9 line of political action or political activity, Defendant violated Section 1102.

10 54. Defendant’s actions were undertaken with oppression, fraud or malice  
11 and in conscious or reckless disregard of Plaintiff’s rights.

12 55. As a direct and proximate result of Defendant’s unlawful acts,  
13 Plaintiff has sustained economic and non-economic damages according to proof at  
14 trial, including without limitation back pay, lost employment benefits, and  
15 compensatory and punitive damages.

16 56. Plaintiff also seeks her reasonable attorneys’ fees, costs and litigation  
17 expenses.

18 **THIRD CLAIM FOR RELIEF**

19 **[Violation of California Labor Code § 98.6]**

20 57. Plaintiff re-alleges and incorporates by reference each preceding  
21 paragraph as if fully set forth herein.

22 58. Section 98.6 of the California Labor Code prohibits employers from  
23 discharging, retaliating, or taking any adverse action against any employee because  
24 the employee engaged in any conduct related to their rights under specified  
25 sections of the Labor Code, including Labor Code Sections 1101 and 1102.

26 59. Defendant retaliated against Plaintiff by suspending and terminating  
27 her employment because she engaged in political activity protected by California  
28 Labor Code Sections 1101 and 1102. In so doing, Defendant violated Section 98.6.



1 trial, including without limitation back pay, lost employment benefits, and  
2 compensatory and punitive damages.

3 69. Plaintiff also seeks her reasonable attorneys' fees, costs and litigation  
4 expenses.

5 **FIFTH CLAIM FOR RELIEF**

6 **[Harassment in Violation of California Government Code § 12940(j)(1)]**

7 70. Plaintiff re-alleges and incorporates by reference each preceding  
8 paragraph as if fully set forth herein.

9 71. Section 12940(j)(1) of the California Government Code makes it  
10 unlawful for an employer to harass an employee *inter alia* because of that  
11 employee's national origin, religious creed or race.

12 72. Section 12926(o)(3) of the California Government Code provides that  
13 the terms "[r]ace, religious creed [and] national origin" include "a perception that  
14 the person has any of those characteristics or that the person is associated with a  
15 person who has, or is perceived to have, any of those characteristics."

16 73. On February 5, 2024, Alison Gordon, an SCA Health physician,  
17 confronted and verbally assaulted Plaintiff because of Plaintiff's support for  
18 Palestine. Dr. Gordon's loud, public and unrestrained personal attack upon Plaintiff  
19 and the views Plaintiff espoused left Plaintiff deeply shaken, and caused her to  
20 experience profound embarrassment and distress, which she continues to  
21 experience.

22 74. Dr. Gordon's harassment of Plaintiff created a hostile work  
23 environment for Plaintiff on the basis of race, religious creed and national origin.

24 75. Plaintiff is informed and believes and thereon alleges that Defendant  
25 never took any disciplinary action against Dr. Gordon, or any other remedial or  
26 preventive measures sufficient to ensure that such harassment would not recur.

27 76. Plaintiff is informed and believes and thereon alleges that Defendant's  
28 failure to take any such actions or measures with respect to Dr. Gordon's actions

1 was motivated by its perception that because of Plaintiff’s support for Palestine,  
2 Plaintiff was associated with the Palestinian, Arab and/or Muslim communities.

3 77. Plaintiff is informed and believes and thereon alleges that Defendant’s  
4 actions and inactions in this regard were informed by pernicious and pejorative  
5 stereotypes concerning those communities.

6 78. Defendant’s actions were undertaken with oppression, fraud or malice  
7 and in conscious or reckless disregard of Plaintiff’s rights.

8 79. As a direct and proximate result of Defendant’s unlawful acts,  
9 Plaintiff has sustained economic and non-economic damages according to proof at  
10 trial, including without limitation back pay, lost employment benefits, and  
11 compensatory and punitive damages.

12 80. Plaintiff also seeks her reasonable attorneys’ fees, costs and litigation  
13 expenses.

14 **SIXTH CLAIM FOR RELIEF**

15 **[Retaliation in Violation of California Government Code § 12940(h)]**

16 81. Plaintiff re-alleges and incorporates by reference each preceding  
17 paragraph as if fully set forth herein.

18 82. Section 12940(h) of the California Government Code makes it  
19 unlawful for an employer to retaliate against persons because they have opposed  
20 practices made unlawful by the California Fair Employment and Housing Act.

21 83. Plaintiff engaged in protected activities *inter alia* when she pressed  
22 SCA Health to explain why it barred her from bringing her water bottles to work,  
23 stated she felt she was being singled out because of her support for Palestine, and  
24 when she complained to SCA Health about her harassment by Dr. Gordon.

25 84. Defendant retaliated against Plaintiff because she engaged in those  
26 protected activities, first by suspending and then by firing her.

27 85. Plaintiff is informed and believes and thereon alleges that Defendant’s  
28 retaliation was motivated by its perception that because of her support for

1 Palestine, Plaintiff was associated with the Palestinian, Arab and/or Muslim  
2 communities.

3 86. Plaintiff is informed and believes and thereon alleges that Defendant's  
4 actions in this regard were informed by pernicious and pejorative stereotypes  
5 concerning those communities.

6 87. Defendant's actions were undertaken with oppression, fraud or malice  
7 and in conscious or reckless disregard of Plaintiff's rights.

8 88. As a direct and proximate result of Defendant's unlawful acts,  
9 Plaintiff has sustained economic and non-economic damages according to proof at  
10 trial, including without limitation back pay, lost employment benefits, and  
11 compensatory and punitive damages.

12 89. Plaintiff also seeks her reasonable attorneys' fees, costs and litigation  
13 expenses.

14 **SEVENTH CLAIM FOR RELIEF**

15 **[Wrongful Termination in Violation of Public Policy]**

16 90. Plaintiff re-alleges and incorporates by reference each preceding  
17 paragraph as if fully set forth herein.

18 91. It is the public policy of the State of California, as manifested in  
19 California Labor Code Sections 1101 and 1102, to protect the right of employees  
20 to engage in political activity free from interference from their employers.

21 92. It is the public policy of the State of California, as manifested in  
22 Article I, Section 8 of the California Constitution and the California Fair  
23 Employment and Housing Act, that persons be free from discrimination and  
24 harassment in employment on the basis *inter alia* of their national origin, religious  
25 creed or race.

26 93. It is the public policy of the State of California, as manifested in  
27 California Labor Code Section 98.6 and California Government Code Section  
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1 12940(h), that employees be protected from retaliation for their exercise of rights  
2 protected by the Labor Code and Fair Employment and Housing Act, respectively.

3 94. By taking the actions set forth above, Defendant wrongfully  
4 terminated Plaintiff’s employment in violation of the public policy of the State of  
5 California.

6 95. As a direct and proximate result of Defendant’s unlawful acts,  
7 Plaintiff has sustained economic and non-economic damages according to proof at  
8 trial, including without limitation back pay, lost employment benefits, and  
9 compensatory and punitive damages.

10 **DECLARATORY RELIEF ALLEGATIONS**

11 96. A present and actual controversy exists between Plaintiff and  
12 Defendant concerning their rights and respective duties. Plaintiff contends that  
13 Defendant violated her rights under California law as alleged in this complaint.  
14 Plaintiff is informed and believes and thereon alleges that Defendant denies these  
15 allegations. A judicial declaration of the rights and duties of the respective parties  
16 is therefore necessary and appropriate.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff Lauren Gaw prays for relief as follows:

19 1. For a declaratory judgment that Defendant’s actions herein violated  
20 Plaintiff’s rights to engage in political activity free from employer interference, as  
21 protected by the California Labor Code; to be free from employment  
22 discrimination and harassment, as protected by the California Fair Employment  
23 and Housing Act; and to be free from retaliation for exercising her rights under  
24 those statutes;

25 2. For an award of back pay and lost employment benefits, in an amount  
26 according to proof;

27 3. For an award of all civil penalties authorized by the California Labor  
28 Code;

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- 4. For an award of compensatory damages, including but not limited to emotional injury damages, in an amount according to proof;
- 5. For an award of punitive damages, in an amount according to proof;
- 6. Interest on the judgment, including pre-judgment and post-judgment interest, and an upward adjustment for inflation;
- 7. Attorneys’ fees and costs reasonably incurred in the filing and prosecution of this action, pursuant to California Code of Civil Procedure Section 1021.5 and California Government Code Section 12965(b); and
- 8. Such other and further relief as the Court deems appropriate.

Dated: June 18, 2025

Respectfully submitted,

Christopher Ho  
Isabel Flores-Ganley\*  
LEGAL AID AT WORK

By: /s/ Christopher Ho  
CHRISTOPHER HO  
ISABEL FLORES-GANLEY  
Attorneys for Plaintiff

\*Pro Hac Vice Application  
Forthcoming

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial.

Dated: June 18, 2025

Respectfully submitted,

Christopher Ho  
Isabel Flores-Ganley\*  
LEGAL AID AT WORK

By: /s/ Christopher Ho  
CHRISTOPHER HO  
ISABEL FLORES-GANLEY  
Attorneys for Plaintiff

\*Pro Hac Vice Application  
Forthcoming