

1. Abby (preferred name: Arya) Parks resides in Ohio, and recently gave birth to her third child.
2. Ms. Parks is jointly employed by Speedway LLC and 7-Eleven, Inc. (“Employers”). She has been an employee of Employers since in or around October of 2023.
3. When Ms. Parks began working for Employers, she was already several months pregnant. She requested accommodations for her pregnancy-related limitations, and, in response, her manager asked her to obtain a doctor’s note listing her limitations.
4. Ms. Parks provided this note to her employer on or about November 15, 2023. The note included the following limitations:
 - a. Work day may be no longer than eight hours
 - b. Work week may be no longer than 40 hours per week
 - c. Standing may be no longer than two hours consecutively. Standing for two hours must be followed by a 15-minute sitting period (allowing use of a stool while working specifically recommended)
 - d. A 15-minute break is needed every four hours
 - e. Maximum lifting weight is 20 pounds
5. Most of Ms. Parks’s pregnancy-related limitations were initially respected by her manager. However, Ms. Parks’s manager frequently required her to stay up to 30 minutes beyond the end of her eight-hour shift so other employees could clock out early.
6. Near the end of November, Employers replaced the manager who hired Ms. Parks with ██████████.
7. On or about November 30, 2023, Ms. Parks worked her first shift under Mr. ██████’s supervision. Mr. ██████ immediately took steps to deny Ms. Parks accommodations Employers had previously granted her. For example, Mr. ██████ removed the crates that Ms. Parks used as a seat behind the cash register, depriving Ms. Parks of the ability to sit as required for her pregnancy-related limitations. Mr. ██████ knew that Ms. Parks was pregnant, and upon information and belief, knew she was using these crates to sit down. Mr. ██████ also denied Ms. Parks’s request to use a device she had been using to get items down from high shelves, telling her to use a ladder instead despite her expressed concern about falling off the ladder while pregnant.
8. On Friday, December 1, 2023, Ms. Parks experienced a medical emergency related to her pregnancy, and had to visit the emergency room. She was scheduled to work from December 1-3. However, her doctor instructed her that she should not work through December 4 and gave her a note to give to her employer to this effect. Ms. Parks provided this note to Mr. ██████ on December 1.
9. Mr. ██████ then spoke to Ms. Parks’s coworker, expressing frustration at having to rearrange the schedule as a result of Ms. Parks’s medical emergency and stating that he might take her off the schedule altogether. Ms. Parks’s coworker told her about this conversation.

10. On December 2, Ms. Parks reached out to [REDACTED], the market leader for her area, making her aware of this conversation. She told Ms. [REDACTED] about her pregnancy-related limitations and the medical emergency she had, stating that she believed she was being discriminated against because of her pregnancy. Ms. [REDACTED] said she would look into this but never followed up with Ms. Parks.
11. Ms. Parks was scheduled to work a shift for Employers on December 6. Before her shift that day, Mr. [REDACTED] texted Ms. Parks to inform her that Employers could no longer accommodate her work restrictions, and that she would be placed on leave until her restrictions were lifted by her doctor. When Ms. Parks inquired further, Mr. [REDACTED] informed her that the specific restriction they could not accommodate was the 15-minute break every four hours of work.
12. Ms. Parks pointed out that it was already Employers' policy to give employees a 15-minute break every four hours. She also pointed out that other employees at her location were allowed to take additional smoking breaks as needed. Mr. [REDACTED] indicated that he was doing what he was instructed to do by Employers' Human Resources department.
13. On December 18, Ms. Parks emailed Employers' leave team letting them know that this leave was involuntary, describing her restrictions, and stating that she was able to perform her job duties with minor accommodations. In response, the leave team simply reaffirmed that Employers had placed Ms. Parks on leave and provided her with forms to complete to confirm her leave.
14. As her restrictions were in place for the duration of her pregnancy, Ms. Parks was on involuntary, unpaid leave from December 7, 2023 until the birth of her baby on April 7, 2024. Her appeal for unemployment was denied because Employers reported that they still employed her. During this time, Ms. Parks continued to apply for other employment, but was visibly pregnant and unable to find employment consistent with her restrictions.
15. Employers' failure to accommodate Ms. Parks resulted in loss of vital income and significant emotional distress.
16. By failing to provide Ms. Parks with basic accommodations, Employers have violated Ms. Parks's right to reasonable accommodations for pregnancy in violation of the Pregnant Workers Fairness Act (PWFA).
17. By putting Ms. Parks on an involuntary, unpaid leave of absence after she sought accommodations for her pregnancy and pregnancy-related medical condition, Employers retaliated against Ms. Parks in violation of the PWFA.
18. By forcing Ms. Parks to remain on unpaid leave when reasonable accommodations could have been provided, Employers further violated Ms. Parks's rights under the PWFA.
19. Upon information and belief, Employers' treatment of Ms. Parks is part of a pattern or practice of failing to accommodate pregnant employees and forcing them to take leave when other accommodations are available that would not cause an undue hardship. Ms. Parks clearly and repeatedly escalated her request to continue working with very minor

accommodations to not only regional management, but Employers' leave management team, only to receive the pro-forma response that leave was her only option. Her experience indicates that Employers have a default policy of denying accommodations for pregnancy and forcing pregnant workers who need accommodations onto leave, thereby engaging in systemic violations of the PWFA. Ms. Parks therefore also brings this charge of discrimination on behalf of all employees of Speedway LLC and 7-Eleven, Inc. who were unlawfully denied pregnancy accommodations or forced to take a leave of absence when they requested accommodations in violation of the PWFA.