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individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK

GABRIELA VALDEZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

OPTUM, INC., a corporation;
UNITEDHEALTH GROUP, INC., a
corporation, d/b/a Optum; OPTUM
SERVICES, INC., a corporation;
HEALTHCARE PARTNERS
MANAGEMENT SERVICES
CALIFORNIA, LLC, a limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. **20STCV38485**

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 PLAINTIFF GABRIELA VALDEZ (“PLAINTIFF”), individually, and on behalf of all
2 other aggrieved employees, demanding a jury trial, hereby allege as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and on behalf of all other
5 similarly-situated persons who worked for defendants OPTUM, INC., a corporation;
6 UNITEDHEALTH GROUP, INC., a corporation, d/b/a Optum; OPTUM SERVICES, INC., a
7 corporation; HEALTHCARE PARTNERS MANAGEMENT SERVICES CALIFORNIA, LLC, a
8 limited liability company; and DOES 1 through 50 inclusive (collectively, “DEFENDANTS”) as
9 non-exempt employees in the State of California during the relevant statutory period to recover
10 penalties arising from, among other things, failure to properly pay wages for all overtime and
11 regular hours work, failure to properly calculate overtime compensation, unlawful meal and rest
12 period policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
13 required records, failure to provide accurate itemized wage statements, failure to timely pay wages
14 during employment, and failure to indemnify employees for necessary expenditures and/or losses
15 incurred in discharging their duties. PLAINTIFF also seeks penalties, interest, attorney’s fees, costs
16 and expenses, and equitable, and restitutionary relief.

17 **JURISDICTION AND VENUE**

18 2. The Superior Court of the State of California has jurisdiction in this matter because
19 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and
20 residents of, and/or regularly conduct business in, California. Further, no federal question is at
21 issue because the claims are based solely on California law.

22 3. Venue is proper in this judicial district and in the County of Los Angeles, California
23 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
24 County of Los Angeles and many of DEFENDANTS’ unlawful actions and omissions, as set forth
25 herein, occurred in the County of Los Angeles.

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THE PARTIES

4. PLAINTIFF GABRIELA VALDEZ is a citizen and resident of the State of California. At times material to this complaint, PLAINTIFF GREISSY ARELLANO was employed by DEFENDANTS within the State of California as a non-exempt employee.

5. PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANT OPTUM, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT OPTUM, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT OPTUM, INC. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

6. PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANT UNITEDHEALTH GROUP, INC. d/b/a OPTUM (hereinafter, "DEFENDANT UNITEDHEALTH GROUP") is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT UNITEDHEALTH GROUP is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT UNITEDHEALTH GROUP conducts business and engages in illegal policies or practices in, the County of Los Angeles, State of California.

7. PLAINTIFF is informed and believes, and based thereon alleges, that that DEFENDANT OPTUM SERVICES, INC. is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT OPTUM SERVICES, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT OPTUM SERVICES, INC. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies

1 in, the County of Los Angeles, State of California.

2 8. PLAINTIFF is informed and believes, and based thereon alleges, that that
3 DEFENDANT HEALTHCARE PARTNERS MANAGEMENT SERVICES CALIFORNIA, LLC
4 is, and at all times relevant hereto was, a limited liability company organized and existing under
5 the laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon
6 alleges, that HEALTHCARE PARTNERS MANAGEMENT SERVICES CALIFORNIA, LLC is
7 authorized to conduct business in the State of California, and does conduct business in the State of
8 California. Upon information and belief, DEFENDANT HEALTHCARE PARTNERS
9 MANAGEMENT SERVICES CALIFORNIA, LLC maintains offices and facilities and conducts
10 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State
11 of California.

12 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
14 PLAINTIFF is informed and believes, and based thereon alleges, that each defendant designated
15 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
16 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
18 court to amend this complaint to allege the true names and capacities of such DOE defendants when
19 ascertained.

20 10. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and based
22 thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos,
23 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related
24 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
25 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
26 defendant, and each was the alter ego of the other.

27 11. PLAINTIFF is informed and believes, and based thereon alleges, that
28 DEFENDANT UNITEDHEALTH GROUP'S Securities And Exchange Commission Form 10-Q

1 filings for the year 2020, Quarters 1 and 2, state that UnitedHealth Group is a “diversified health
2 care company” which provides “health services operating under Optum.”

3 12. PLAINTIFF is informed and believes, and based thereon alleges, that the United
4 States Patent and Trademark Office trademark database lists the terms “Optum” and “OptumCare”
5 as wordmarks registered to OPTUM, INC., a Delaware corporation with an address of *9900 Bren
6 Road, East Minnetonka, MN, 55343*.

7 13. PLAINTIFF is informed and believes, and based thereon alleges, that UnitedHealth
8 Group Inc. also has an address of 9900 Bren Road, East Minnetonka, MN, 55343. This address is
9 listed as the principal executive office of UnitedHealth Group Inc. on its Securities And Exchange
10 Commission Form 10-Q filings for 2020 Quarters 1 and 2.

11 14. PLAINTIFF is informed and believes, and based thereon alleges, that UnitedHealth
12 Group Inc.’s Form 10-K filed with the United States Securities and Exchange Commission for the
13 fiscal year ending December 31, 2019, lists “HealthCare Partners Management Services California,
14 LLC,” “Optum Services, Inc.,” and “Optum, Inc.” as “subsidiaries of UnitedHealth Group
15 Incorporated as of December 31, 2019.”

16 15. PLAINTIFF is informed and believes, and based thereon alleges, that, as of October
17 5, 2020, the “About Us” page of the HealthCare Partners website
18 (www.healthcarepartners.com/aboutUs) states that: “HealthCare Partners has joined the Optum
19 family and we've changed our name to Optum.”

20 16. PLAINTIFF is informed and believes, and based thereon alleges, that as of
21 September 30, 2020, the “About Us” page of HealthCare Partners’ website contains a link to a
22 “letter from our CEO and President, Amar Desai, to our patients[,]” which is dated May 26, 2020,
23 and which states that: “As President and CEO of the Optum California family of medical groups
24 and physician networks, I am proud to announce that HealthCare Partners has joined the Optum
25 family”; that “[s]oon, we will begin to change the name of our HealthCare Partners medical offices
26 and provider networks to Optum”; and that “[o]ver time, you will see the Optum name on our
27 website, medical buildings, and all future communications.”

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1 17. PLAINTIFF is informed and believes, and based thereon alleges, that California
2 Secretary of State filings indicate that Optum Services, Inc. was formerly registered to do business
3 in California as “Optum Services, Inc. which will do business in California as Optum, Inc.,” and
4 filed an Amended Statement by Foreign Corporation on or about April 10, 2014, changing
5 its name to Optum Services, Inc.

6 18. PLAINTIFF is informed and believes, and based thereon alleges, that UnitedHealth
7 Group’s website has careers page for Optum which identifies “Optum” as “the fast growing part of
8 UnitedHealth Group[.]”

9 19. PLAINTIFF is informed and believes, and based thereon alleges, that the Minnesota
10 Secretary of State website lists “Optum” as the assumed name of United HealthCare Services Inc.

11 20. PLAINTIFF is informed and believes, and based thereon alleges, that the Delaware
12 Secretary of State Division of Corporations website lists the same name and address for the
13 registered agent of Optum, Inc., Optum Services, Inc., and UnitedHealth Group Incorporated (i.e.,
14 The Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE,
15 19801).

16 21. At all relevant times herein, PLAINTIFF and other aggrieved employees were
17 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
18 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
19 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
20 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
21 schemes which include, but are not limited to, failing to properly pay all overtime and regular wages
22 due; failing to provide compliant meal and rest periods and associated premium payments; failing
23 to properly maintain records; failing to provide accurate itemized wage statements; failing to timely
24 pay wages during employment and upon termination; failing to properly compensate PLAINTIFF
25 and other aggrieved employees for necessary expenditures; and requiring, permitting or suffering
26 the employees to perform work off-the-clock, in violation of the California Labor Code (“Labor
27 Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

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22. PLAINTIFF is informed and believes, and based thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

23. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

24. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, a plaintiff may bring a PAGA action for the period beginning one (1) year and sixty five (65) days prior to the filing of the complaint, and ending at the time the action settles or proceeds to final judgment. Under the tolling doctrine, which has been adopted by Courts in the State of California, the statutory limitations period for PLAINTIFF to bring the claims asserted in this complaint has been tolled during the pendency of the action styled *Arellano, et al. v Optum Inc., et al.*, Los Angeles Case No. BC704125. See, *Falk v. Children's Hospital Los Angeles* (2015) 237 Cal.App.4th 1454, 1470. Accordingly, PLAINTIFF brings this action on behalf of herself and all current and former non-exempt aggrieved employees of DEFENDANTS in the State of California at any time during the period beginning on February 21, 2017 and ending at the time this action settles or proceeds to final judgment (the “PENALTY PERIOD”).

25. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of the State of California and other aggrieved employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were non-exempt employees employed by DEFENDANTS in California and the alleged violations of the California Labor Code were committed against PLAINTIFF and the aggrieved employees.

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26. Pursuant to Labor Code § 2699.3, on July 13, 2020, PLAINTIFF provided written notice by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF have not received any response from the LWDA. As PLAINTIFF has waited more than sixty-five (65) days from the postmark date of her written notice before filing this action, PLAINTIFF has complied with all applicable requirements set forth in Labor Code § 2699.3 in order to commence a representative action under PAGA.

27. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and the aggrieved employees are also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]

28. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to take meal periods lasting less than thirty (30) minutes, or to suffer missed, late, and/or interrupted meal breaks, and have failed to otherwise provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2001, § 11.

29. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees for

1 one additional hour of compensation at each employee's regular rate of pay for each workday that
2 a compliant meal period was not provided.

3 **Failure to Provide Required Rest Periods**

4 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 4-2001, § 12]**

5 30. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices
6 to deprive their current and former non-exempt employees all wages earned and due,
7 DEFENDANTS failed to provide timely, uninterrupted, and compliant rest breaks to PLAINTIFF
8 and other aggrieved employees as required under Labor Code § 226.7, and IWC Wage Order No.
9 4-2001, § 12.

10 31. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
11 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees one additional hour of
12 compensation at each employee's regular rate of pay for each workday that a compliant rest period
13 was not provided.

14 **Failure to Pay Overtime Wages**

15 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

16 32. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3,
17 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
18 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
19 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
20 (8) hours on the seventh consecutive workday, and twice (2x) the regular rate of pay for all hours
21 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight
22 (8) hours on the seventh consecutive day of work in any workweek.

23 33. PLAINTIFF and other aggrieved employees are current and former non-exempt
24 employees of DEFENDANTS who are entitled to the protections of Labor Code §§ 510 and 1194
25 and IWC Wage Order No. 4-2001. During the PENALTY PERIOD, DEFENDANTS failed to
26 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as required
27 under the foregoing provisions of the Labor Code and IWC Wage Order by, *inter alia*, failing to
28 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor Code

1 §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, suffering or permitting PLAINTIFF
2 and other aggrieved employees to perform work off-the-clock; requiring, permitting or suffering
3 PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and
4 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; failing
5 to properly maintain PLAINTIFF' and other aggrieved employees' records; failing to provide
6 accurate itemized wage statements to PLAINTIFF for each pay period; failing to properly calculate
7 the regular rate of pay for purposes of paying overtime by failing to include bonuses, commissions,
8 incentive pay, and other forms of non-discretionary remuneration; and other methods to be
9 discovered.

10 34. DEFENDANTS have knowingly and willfully refused to perform their obligations
11 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
12 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 4-2001, § 3.

13 **Failure to Pay Minimum Wages**

14 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

15 35. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
16 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
17 in a payroll period is unlawful.

18 36. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194
19 and 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
20 other aggrieved employees the applicable minimum wages for all hours worked in a payroll period
21 by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
22 employees to perform work off-the-clock; requiring, suffering or permitting PLAINTIFF and other
23 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
24 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
25 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
26 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
27 to be discovered.

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1 **Failure to Timely Pay Wages During Employment**

2 **[Cal. Labor Code § 204]**

3 37. Pursuant to California Labor Code § 204, for all labor performed between the 1st
4 and 15th days of any calendar month, DEFENDANTS are required to issue payment to their
5 nonexempt employees between the 16th and 26th day of the month during which the labor was
6 performed. Additionally, California Labor Code § 204 also provides that for all labor performed
7 between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their
8 nonexempt employees between the 1st and 10th day of the following calendar month. In addition,
9 California Labor Code § 204 provides that all wages earned for labor in excess of the normal work
10 period shall be paid no later than the payday of the next regular payroll period.

11 38. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to
12 timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by the
13 next regular payroll period as required by California Labor Code § 204.

14 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

15 **[Cal. Labor Code §§ 201, 202, 203]**

16 39. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay all
17 earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that if
18 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
19 discharge are due and payable immediately.

20 40. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay all
21 accrued wages due to an employee no later than 72 hours after the employee quits his or her
22 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
23 in which case the employee is entitled to his or wages at the time of quitting.

24 41. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
25 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
26 employer is liable for waiting time penalties in the form of continued compensation to the employee
27 at the same rate for up to 30 workdays.

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1 42. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
2 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to aggrieved
3 employees who were discharged from or quit his or her employment.

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 4-2001, § 7]**

6 43. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies
7 and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
8 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
9 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 4-2001, § 7, including but not limited to
10 the following records: total daily hours worked by each employee; applicable rates of pay; all
11 deductions; all meal periods missed and taken; time records showing when each employee begins
12 and ends each work period; and accurate itemized statements.

13 **Failure to Furnish Accurate Itemized Wage Statements**

14 **[Cal. Labor Code § 226(a); IWC Wage Order No. 4-2001, § 7]**

15 44. During the PENALTY PERIOD, DEFENDANTS routinely failed, and continue to
16 fail, to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
17 statements in writing showing each employee's gross wages earned, total hours worked, the number
18 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
19 all deductions made, net wages earned, the inclusive dates of the period for which the employee is
20 paid, the name of the employee and only the last four digits of his or her social security number or
21 employee identification number, the name and address of the legal entity or entities employing
22 PLAINTIFF and other aggrieved employees, and all applicable hourly rates in effect during each
23 pay period and the corresponding number of hours worked at each hourly rate, in violation of
24 California Labor Code § 226(a) and IWC Wage Order No. 4-2001 § 7.

25 45. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
26 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
27 wage statements in accordance with Labor Code § 226(a).

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1 46. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
2 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
3 statements, as PLAINTIFF and other aggrieved employees could not promptly and easily determine
4 from the wage statement alone one or more of the following: the gross wages earned, the total
5 hours worked, all deductions made, the net wages earned, the name and address of the legal entity
6 or entities employing PLAINTIFF and other aggrieved employees, and/or all applicable hourly
7 rates in effect during each pay period and the corresponding number of hours worked at each hourly
8 rate.

9 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**

10 **Discharge of Duties**

11 **[Cal. Labor Code § 2802]**

12 47. Labor Code § 2802(a) requires an employer to indemnify an employee for all
13 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
14 of her his or her duties, or of his or her obedience to the directions of the employer.

15 48. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
16 and other aggrieved employees for all business expenses and/or losses incurred in direct
17 consequence of the discharge of their duties while working under the direction of DEFENDANTS,
18 including but not limited to, expenses incurred to purchase clothing to comply with
19 DEFENDANTS' dress code requirements, costs associated with the use of personal cell phones for
20 work related purposes, and other employment-related expenses, in violation of Labor Code § 2802.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

23 **[Cal. Labor Code § 2698, *et seq.*]**

24 **(Against All DEFENDANTS)**

25 49. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
26 allegations in the foregoing paragraphs.

27 50. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code
28 § 2699(c), and is a proper representative to bring a civil action on behalf of herself and other current

1 and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in
2 Labor Code § 2699.3, because PLAINTIFF were employed by DEFENDANTS and one or more
3 of the alleged Labor Code violations was committed against them during the PENALTY PERIOD.

4 51. PLAINTIFF seeks to recover civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
6 969. Thus, class certification is not required.

7 52. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
8 penalties from DEFENDANTS in a representative action for the violations set forth above,
9 including but not limited to, violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
10 512, 1174(d), 1194, 1197, 1198, and 2802.

11 53. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
12 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
13 provided, including but not limited to the following:

14 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
15 DEFENDANTS are subject to a civil penalty in the amount of one hundred
16 dollars (\$100) for the initial violation for each failure to pay each employee
17 and two hundred dollars (\$200) per employee for violations in subsequent
18 pay periods.

19 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
20 DEFENDANTS are subject to a civil penalty in the amount of two hundred
21 and fifty dollars (\$250) per aggrieved employee for the initial pay period
22 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
23 employee for violations in subsequent pay periods.

24 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this
26 chapter or any provision regulating hours and days of work in any order of
27 the Industrial Welfare Commission," including Labor Code §§ 510 and 512,
28 shall be subject to a civil penalty, in addition to any other penalty provided

1 by law, of fifty dollars (\$50) for initial violations for each underpaid
2 employee for each pay period for which the employee was underpaid and
3 one hundred dollars (\$100) for each subsequent violation for each underpaid
4 employee for each pay period for which the employee was underpaid. In
5 addition, PLAINTIFF seeks civil penalties pursuant to Labor Code § 558(a).

6 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
7 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500)
8 per employee.

9 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid
10 to any employee a wage less than the minimum fixed by an order of the
11 commission, is subject to a civil penalty as follows: for any initial violation
12 that is intentionally committed, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee is
14 underpaid; and for each subsequent violation of the same offense, two
15 hundred fifty dollars (\$250) for each underpaid employee for each pay
16 period for which the employee is underpaid, regardless of whether the initial
17 violation was intentionally committed.

18 54. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
19 penalty is not specifically provided, the following civil penalties shall apply: one hundred dollars
20 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars
21 (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF
22 seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor
23 Code provisions for which a civil penalty is not specifically provided, including but not limited to,
24 Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198 and 2802.

25 55. PLAINTIFF also seeks reasonable attorney's fees and costs pursuant to Labor Code
26 § 2699(g)(1).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees
3 pursuant to the California Private Attorneys General Act, prays for relief against DEFENDANTS
4 as follows:

5 1. For civil penalties according to proof, including but not limited to, all penalties
6 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

7 2. For interest at the legal rate, pursuant to Labor Code §§ 218.6, 1194, 2802,
8 California Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for
9 pre-judgment interest;

10 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
11 any other applicable provision of law; and

12 4. For such further relief that the Court may deem just and proper.

13
14 DATED: October 7, 2020

Respectfully submitted,

15 **MATERN LAW GROUP, PC**

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17 
18 By: Matthew J. Matern
19 Tagore O. Subramaniam
20 Julia Z. Wells
21 Attorneys for PLAINTIFF GABRIELA
22 VALDEZ, individually, and on behalf of
23 other aggrieved employees pursuant to the
24 California Private Attorneys General Act
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF, individually, and on behalf of other aggrieved employees pursuant to the
3 California Private Attorneys General Act, hereby demands a jury trial with respect to all issues
4 triable of right by jury.

5 DATED: October 7, 2020

6 Respectfully submitted,

7 **MATERN LAW GROUP, PC**

8
9 By: 

10 Matthew J. Matern
11 Tagore O. Subramaniam
12 Julia Z. Wells
13 Attorneys for Plaintiff GABRIELA
14 VALDEZ, individually, and on behalf of
15 other aggrieved employees pursuant to the
16 California Private Attorneys General Act
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