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SUPERIOR COURT OF CALIFORNIA**COUNTY OF LOS ANGELES**MONIQUE BRAVO, an individual, on behalf
of herself and all others similarly aggrieved ,

Plaintiff,

v.

OPTUMCARE MANAGEMENT, LLC, a
California Corporation; OPTUM CARE,
INC., a California Corporation; and DOES 1
through 25,

Defendant.

LEAD CASE NO. 22STCV12240

(Consolidated with Case No. 23STCV17426)

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Brock T. Hammond

Department 31

**CONSOLIDATED REPRESENTATIVE
ACTION COMPLAINT FOR:****PENALTIES PURSUANT TO LABOR CODE §
2699(f) FOR VIOLATIONS OF LABOR CODE §§
201-203, 204, 226(a), 226.7, 510, 512, 1174, 1198,
2802, AND LABOR CODE § 2699(a)**

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Attorneys for Plaintiff on behalf of herself and all others similarly aggrieved

1 Plaintiff MONIQUE BRAVO (“Plaintiff”), by and through her attorneys of record, brings this
2 Representative Action Complaint, on behalf of herself and all other aggrieved employees of Defendants
3 OPTUMCARE MANAGEMENT, LLC and OPTUM CARE, INC. (collectively, “OPTUM” or
4 “Defendants”). Plaintiff hereby alleges, on information and belief, except for information based on
5 personal knowledge, which allegations are likely to have evidentiary support after further investigation
6 and discovery, as follows:

7 **NATURE OF THE ACTION**

8 1. This case is brought as a “Representative Action” arising from Defendants’ violations of
9 the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2698, *et seq.*, and is
10 filed on behalf of Plaintiff and all Nurse Case Managers who are employed by, or formerly were
11 employed by, Defendants within the State of California during the relevant time period, defined as one
12 (1) year from the date of service of Notice on the California Labor and Workforce Development Agency
13 (“LWDA”) and on the agent for service of process of Optumcare Management, LLC, Optum Care, Inc.,
14 and DOES 1 through 25, inclusive, as provided by Labor Code § 2699.3(a), until commencement of trial
15 in this matter (“aggrieved employees”).

16 2. This action is commenced by Plaintiff on behalf of herself and other aggrieved
17 employees of Defendant Optumcare Management, LLC, who, during the relevant time period were: (1)
18 misclassified as exempt employees, up until reclassification on or about February 2022, and as a result
19 (2), were not paid wages for all hours worked by Defendants, including regular and overtime wages
20 (Labor Code §§ 510 and 1198.); (2) were not provided timely and off-duty meal periods and rest periods
21 (Labor Code §§ 226.7 and 512); (3) were not furnished timely and accurate wage statements (Labor
22 Code §§ 226 and 1174); (4) were not paid all wages due upon termination of employment (Labor Code
23 §§ 201-203); and (5) were not paid all wages—specifically, overtime wages to employees within the
24 required time period (Labor Code § 204).

25 3. Additionally, Plaintiff alleges that she and other aggrieved employees of Optumcare
26 Management, LLC in California were not reimbursed for necessary expenditures and losses incurred,
27 including internet charges (Labor Code § 2802), during the relevant time period.

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4. Additionally, Plaintiff alleges that she and other aggrieved employees of Optum Care, Inc. in California were not reimbursed for necessary expenditures and losses incurred, including internet charges (Labor Code § 2802) during the relevant time period.

5. Plaintiff brings this case as a “Representative Action” seeking penalties for the State of California in a representative capacity, as provided by PAGA to the extent permitted by law, as aggrieved employees who allege that Defendants violated Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1198, and/or 2802 to which PAGA applies under Labor Code § 2699.5, and seeks compensation for penalties when allowed, and other relief, and reasonable attorneys’ fees and costs.

6. On **February 2, 2022** and **May 19, 2023**, Plaintiff sent notice via online filing to the California LWDA and a certified letter to Defendants' agents for service of process in California, and also to the Legal Departments of Defendant Optumcare Management LLC's chief executive office in El Segundo, California, and Defendant Optum Care, Inc.'s principal address in Minnetonka, Minnesota. True and correct copies of the notices are attached hereto as **Exhibit "A"** and **Exhibit "B"**, respectively, and are incorporated herein by this reference. The notices have been sent pursuant to Labor Code § 2699.3(a) of PAGA, which provides, in Subsection (2)(A): "The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699." By serving the notices before one year from any date of separation from the employer, Plaintiff's claim under PAGA is timely and within the applicable statute of limitations.

7. As of the date of this complaint, the LWDA has not responded to Plaintiff's notices. Accordingly, Plaintiff files this action as a "Representative Action" as provided by California Code of Civil Procedure and as specifically permitted and authorized by Labor Code § 2699.3(a)(2)(A).

JURISDICTION AND VENUE

8. Venue is proper in this judicial district, because upon information and belief, Plaintiff has been employed by Defendants within this judicial district. Further, Defendants conduct substantial

1 business and commits Labor Code violations in Los Angeles County, California, and each Defendant is
2 within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a
3 direct effect on Plaintiff and other employees within the State of California and Los Angeles County and
4 to employees in Defendants' locations within the state of California. Defendants employ numerous
5 employees in Los Angeles County and surrounding counties.

6 9. Jurisdiction of this Court is proper as Plaintiff alleges that this entire action arises solely
7 under state law of the State of California, as the claims herein are based solely on the California PAGA
8 statute. Plaintiff alleges, on information and belief, that no federal question is raised warranting removal
9 of the action to federal court.

10 PARTIES

11 10. Plaintiff MONIQUE BRAVO is currently a resident of Phelan, California. Plaintiff has
12 been employed by Defendants as a non-exempt, salaried, Nurse Case Manager, and worked at
13 Defendants' office in Arcadia, California, and then remotely in Phelan, California, from approximately
14 March 2019 to the present.

15 11. Plaintiff is informed and believes, and on that basis alleges, that OPTUMCARE
16 MANAGEMENT, LLC, is a California Corporation which, is a leading medical group in Southern
17 California caring for members throughout Los Angeles, Orange, San Diego, Riverside, and San
18 Bernardino counties. See <https://www.optumcare.com/state-networks/locations/california.html>.

19 12. Plaintiff is informed and believes, and on that basis alleges, that OPTUMCARE
20 MANAGEMENT, LLC, is, and at all relevant times alleged herein was, a California corporation
21 authorized to and conducts business in California, including but not limited to Los Angeles County.

22 13. Plaintiff is informed and believes, and on that basis alleges, that OPTUM CARE, INC., is
23 a California Corporation, who employed aggrieved employees during the relevant time period. Optum
24 Care, Inc. is headquartered in Minnetonka, Minnesota.

25 14. Plaintiff is currently unaware of the true names and capacities, whether individual,
26 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1 through
27 25, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will seek leave to
28 amend this complaint to allege the true names and capacities of said fictitiously named defendants when

1 their true names and capacities have been ascertained. Plaintiff is informed and believes and thereon
2 alleges that each of the fictitiously named defendants is legally responsible in some manner for the
3 events and occurrences alleged herein, and for penalties owed to Plaintiff and the aggrieved employees.

4 15. Plaintiff is informed and believes and thereon alleges that all defendants, including the
5 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, partners and/or
6 joint ventures and/or employees of all other defendants, and that all acts alleged herein occurred within
7 the course and scope of said agency, employment, partnership, and joint venture, conspiracy or
8 enterprise, and with the express and/or implied permission, knowledge, consent, authorization and
9 ratification of their co-defendants.

10 FACTS

11 16. During the relevant time period asserted hereto, Plaintiff and other aggrieved employees
12 have been employees of Defendants within the meaning of the California Labor Code in the State of
13 California. Plaintiff suffered damages and legally cognizable harm due to Defendants' policies and
14 practices and has standing to bring this case individually and as a representative for other similarly-
15 impacted employees.

16 17. From March 2019 to present, Plaintiff has been employed by Defendants as a Nurse Case
17 Manager. Plaintiff was misclassified as an exempt employee during the relevant time period, until
18 approximately February 2022, when Defendant Optumcare Management, LLC reclassified the Nurse
19 Case Manager position as non-exempt.

20 18. In order to hold her position, Plaintiff was required by Defendants to be licensed as a
21 vocational nurse or LVN.

22 19. Plaintiff's job duties require her to work with different health and insurance companies
23 and provide explanations for the referrals for treatments and other medical services, which often requires
24 research regarding medical and/or insurance claims.

25 20. Plaintiff does not have any authority to order treatment, nor to eliminate, deny, suspend,
26 or modify any treatment ordered by a physician.

27 21. Throughout Plaintiff's employment with Defendant Optumcare Management, LLC,
28 Plaintiff worked more than forty (40) hours per week, and more than eight (8) hours per day.

1 22. As an exempt employee, Plaintiff worked an average of 45 to 50 hours per week due in
2 order to meet Defendant Optumcare Management, LLC's strict daily quota requirement to process
3 approximately 35 referral or treatment reviews per day.

4 23. Plaintiff worked approximately 5 to 10 hours of uncompensated overtime per week while
5 misclassified as an exempt employee. Defendant failed to pay Plaintiff for all hours worked, including
6 1.5-times her hourly rate for her work performed over 8 hours in a day, and/or 40 hours in a week.

7 24. While misclassified as an exempt employee, Plaintiff was frequently not able to take
8 meal periods before the end of the fifth hour of work, and was not provided with two timely, and
9 separate rest periods at the rate of ten (10) minutes for every four (4) hours of work, or major fraction
10 thereof.

11 25. To the extent Plaintiff was able to take meal periods, although they were not provided to
12 her because Defendant Optumcare Management, LLC classified her as an exempt employee, they were
13 always interruptible, because Defendant often sent critical emails requiring an immediate response, no
14 later than within one hour of being sent. Because of this requirement, Plaintiff had to constantly check
15 her emails, including during her meal periods.

16 26. Further, Defendant Optumcare Management, LLC intentionally and improperly denied
17 and failed to permit and authorize duty-free rest periods during the time period when Nurse Case
18 Managers were classified as exempt employees. Rest periods were discouraged due to Defendant's strict
19 quota requirements regarding the number of processed referral or treatment reviews, and constant
20 monitoring. Any "gap" in time Plaintiff had during the day was analyzed, flagged, and had to be
21 explained.

22 27. By virtue of misclassifying the aggrieved employees as exempt, Defendant Optumcare
23 Management, LLC knowingly and intentionally omitted required information from the wage statements
24 of Plaintiff and other aggrieved employees. For instance, the wage statements issued to Plaintiff and
25 other aggrieved employees failed to itemize the number of regular and overtime hours worked during
26 the pay period, the meal and rest break premiums, and the rate of pay owed to Plaintiff and other
27 aggrieved employees, among other required information. As a result, Plaintiff and other aggrieved
28 employees' wage statements were inaccurate, in violation of Labor Code § 226(a).

1 28. Further, as a result of Defendant Optumcare Management, LLC's failure to pay Plaintiff
2 and other aggrieved employees for all hours worked including overtime, while misclassified as exempt,
3 Defendant failed to pay Plaintiff and other aggrieved employees' wages within the time periods
4 prescribed by Labor Code § 204.

5 29. Defendant Optumcare Management, LLC's policies and/or practices and/or other
6 unlawful conduct, during the time that Plaintiff and aggrieved employees were classified as exempt,
7 resulted in Defendant's failure to: (1) timely pay Plaintiff all regular and overtime wages for all hours
8 worked, in violation of Labor Code §§ 201-203, 510, 1198; (2) provide Plaintiff and other aggrieved
9 employees with timely and duty-free meal and rest periods in violation of Labor Code §§ 226.7 and 512;
10 (3) provide Plaintiff and other aggrieved employees with correctly itemized wage statements in violation
11 of Labor Code §§ 226(a) and 1174; (4) timely provide Plaintiff and other aggrieved employees with all
12 wages owed, in violation of Labor Code § 204; and (5) pay all wages—specifically, overtime wages to
13 employees within the required time period as specified in Labor Code § 204. Upon information and
14 belief, the above-mentioned unlawful employment practices were applied the same to all Nurse Case
15 Managers in all facilities in the State of California.

16 30. In addition, during the relevant time period, Plaintiff and other aggrieved employees have
17 incurred necessary expenditures and losses in direct consequence of the discharge of their employment
18 duties and their obedience to the directions of Defendants Optumcare Management, LLC and Optum
19 Care, Inc. Expenses include, but are not limited to, personal internet charges incurred while working
20 from home. Defendants failed to reimburse Plaintiff and other aggrieved employees for those expenses,
21 in violation of Labor Code § 2802. Upon information and belief, these unlawful employment practices
22 with respect to failure to reimburse were applied the same to all Nurse Case Managers in all facilities in
23 the State of California.

24 31. As a result, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226(a),
25 226.7, 510, 512, 1174, 1198, and/or 2802, to which penalties under PAGA apply pursuant to California
26 Labor Code § 2699.5.

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FIRST CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004
(California Labor Code §§ 2698, *et seq.*)
(Against all Defendants)

32. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

33. Defendant Optumcare Management, LLC failed to properly classify Plaintiff and other aggrieved employees as non-exempt employees up until reclassification on or about February 2022. Defendant Optumcare Management, LLC failed to (a) pay Plaintiff and other aggrieved employees for time worked, (b) provide Plaintiff and other aggrieved employees with timely and duty-free meal and rest periods, (c) provide Plaintiff and other aggrieved employees with accurately itemized wage statements; (d) and provide Plaintiff and other aggrieved employees with all wages due within time periods specified in Labor Code § 204.

34. Additionally, throughout the relevant time period, Defendant Optumcare Management, LLC and Optum Care, Inc. failed to reimburse Plaintiff and other aggrieved employees for necessary expenditures and losses occurred in violation of Labor Code § 2802.

35. Plaintiff is an aggrieved employee with standing to bring an action under the PAGA.

36. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, including, without limitation, the notice requirement identified in Labor Code § 2699.3(a) (**Exhibits "A" and "B"**). Since Plaintiff received no notice from the LWDA that it intends to investigate Plaintiff's allegations within 65 calendar days from the postmarked date of Plaintiff's notices, Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This representative action is proper, because Labor Code § 2699.5 provides that penalties under PAGA apply to any alleged violation of sections of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174, 1198, and/or 2802, *et seq.*

37. Plaintiff is informed and believes that Defendants have violated and continue to violate provisions of the California Labor Code related to Defendants' failure to (1) correctly classify Plaintiff and other aggrieved employees as non-exempt, (2) pay Plaintiff and other aggrieved employees for time worked while misclassified as exempt, (3) provide Plaintiff and other aggrieved employees with timely and uninterrupted, duty-free meal and rest periods while misclassified as exempt, (4) provide Plaintiff

1 and other aggrieved employees with accurately itemized wage statements while misclassified as exempt;
2 (5) provide Plaintiff and other aggrieved employees with all wages due within time periods specified in
3 Labor Code § 204 while misclassified as exempt; (6) timely pay all wages due to former aggrieved
4 employees at termination of employment while misclassified as exempt, and (7) reimburse Plaintiff and
5 other aggrieved employees for necessary business expenses incurred throughout the relevant time
6 period. As of the date of this Complaint, the LWDA has not advised whether it intends to pursue this
7 matter. Therefore, by operation of law, Plaintiff is entitled to commence this cause of action in the
8 California Superior Court as a representative action under PAGA on behalf of the state of California.

9 38. Plaintiff, as a personal representative of the general public, will and does seek to recover
10 any and all penalties for each and every violation shown to exist or to have occurred during the one-year
11 period before Plaintiff filed Notice with the LWDA of Plaintiff's intent to bring this action, in an amount
12 according to proof, as to those penalties that are otherwise only available to public agency enforcement
13 actions. Funds recovered will be distributed in accordance with PAGA, with at least 75% of the
14 penalties recovered being reimbursed to the State of California through the LWDA.

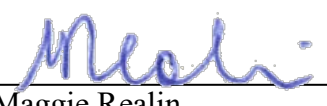
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, on behalf of herself and all other aggrieved employees Plaintiff seeks
17 to represent, prays for relief as follows:

- 18 A. For penalties for each violation of the Private Attorneys General Act;
19 B. Pre-Judgment and Post-Judgment interest, as provided by law;
20 C. Such other equitable relief as the Court may deem just and proper;
21 D. Attorneys' fees and costs of suit; and
22 E. Such other legal equitable relief as this Court deems necessary, just, equitable and proper.

23 **COHELAN KHOURY & SINGER**

24 Dated: June 15, 2026

25 By: 

Maggie Realin

THE MARKHAM LAW FIRM

David R. Markham

Lisa Brevard

UNITED EMPLOYEES LAW GROUP

Walter L. Haines

Attorneys for Plaintiff

EXHIBIT A

THE MARKHAM LAW FIRM

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February 2, 2022

Via Online Filing:

<https://dir.tfaforms.net/260>

Labor and Workforce Development Agency

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, California 94612

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

Re: Wage/Hour Claims of Monique Bravo (“Employee”) against Optumcare Management, LLC, a California Company (“Employer” or “Optumcare”)

To: PAGA Administrator, California Labor and Workforce Development Agency (“LWDA”)

From: Monique Bravo, who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a) and alleges as follows:

Ms. Monique Bravo is a resident of the State of California. During the applicable time period, Ms. Bravo was employed in California by Optumcare Management, LLC. Ms. Bravo began working for Optumcare in or about March 2019 as a Nurse Case Manager. She was misclassified as an exempt employee. As an exempt employee, she worked an average of 45 to 50 hours per week, and routinely worked through her meal and rest breaks in the course of business. While employed by Optumcare, Ms. Bravo earned a fixed salary which she was paid regardless of the hours she worked.

In order to hold the position, Ms. Bravo was required by Optumcare to be licensed as a vocational nurse or LVN. Ms. Bravo’s job duties were to work with different health and insurance companies and provide explanations for the referrals for treatments and other medical services, which often required research regarding medical and/or insurance claims. Ms. Bravo had no authority to hire or fire employees, and she did not have any authority to order treatment, nor to eliminate, deny, suspend, or modify any treatment ordered by a physician.

Optumcare Management, LLC, employs numerous employees in the State of California and has headquarters in El Segundo, California. During the relevant time period, the Employer utilized consistent policies and procedures regarding Ms. Bravo, and others similarly situated, in violation of Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1198, and 2802.

Violation of California Labor Codes 226.7 and 512

California Labor Code section 512 provides no employer shall employ any person for a work period of more than five (5) hours without a duty-free meal period of not less than 30 minutes. Under IWC Wage Orders, California Code of Regulations, and California Labor Code section 226.7, if an employer fails to provide an employee a duty-free meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the meal period is not provided.

During the applicable time period, Ms. Bravo and other aggrieved employees were improperly classified as exempt employees, and Optumcare intentionally and improperly denied and failed to permit duty-free meal periods. To the extent Ms. Bravo was able to take meal periods, they were always interruptible, because Optumcare would often send critical emails requiring an immediate response, no later than within one hour of being sent. Because of this requirement, Ms. Bravo had to constantly check her emails, including on her meal periods. Optumcare did this systematically and maintained and implemented a non-compliant practice and/or policy for the classification of employees as exempt, resulting in non-provision of meal periods and non-payment of meal period premiums.

Similarly, under applicable IWC Wage Orders and California Code of Regulations require employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes for every four (4) hours of work, or major fraction thereof. The Wage Orders and Regulations also state if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the rest period was not provided. These remedies are codified under California Labor Code section 226.7.

Ms. Bravo and other aggrieved employees were improperly classified as exempt employees and Optumcare intentionally and improperly denied and failed to permit and authorize duty-free rest periods during the applicable time period. Rest periods were discouraged due to Optumcare's strict quota requirements regarding the number of processed referral or treatment reviews, and constant monitoring. Any "gap" in time Ms. Bravo had during the day was analyzed, flagged, and had to be explained. This non-compliant practice and/or policy was executed by Optumcare on a system-wide basis and resulted in non-provision of rest period premiums and non-payment of rest period premiums.

Ms. Bravo and other aggrieved employees are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194, and penalties pursuant to California Labor Code sections 203, 226.7, and 558.

Violation of California Labor Code § 510 and 1198

Labor Code establishes fundamental right of all employees in California to be paid wages for their work in a timely fashion. Under section 510(a) and 1198 of the California Labor Code, and an applicable Wage Order, non-exempt employees are to be paid 1.5 times their regular rate of pay for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek.

During the relevant time period, Ms. Bravo worked an average of 5 to 10 hours of uncompensated overtime per week while misclassified as an exempt employee. Optumcare required Ms. Bravo and other aggrieved employees to meet a quota of 35 reviews per day. Further, Optumcare would threaten Ms. Bravo and other aggrieved employees that if they did not meet their daily quota, they would be ineligible for the stipend pay they provided for additional work performed on the weekends. Some reviews took longer than others which caused Ms. Bravo to work up to two hours after her shift was scheduled to end. Optumcare failed to pay Ms. Bravo for all hours worked, including 1.5-times her hourly rate for her work performed over 8 hours in a day, and/or 40 hours in a week.

Optumcare willfully, and on a systematic and company-wide basis, maintained and implemented a non-compliant practice and/or policy for the payment of straight wages and overtime. Specifically, Optumcare misclassified Ms. Bravo and all other aggrieved employees and failed to pay all straight time and overtime wages owed to them at the correct rate of pay.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 218.5, 218.6, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 226 and 1174

California Labor Code section 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (§226(a)(1)), "net wages earned" (§226(a)(5)), "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (§226(a)(9)) and "the inclusive dates of the period for which the employee is paid." (§226(a)(6).)

Labor Code Section 226(e) provides if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs, and \$100 per employee for each violation in any subsequent pay period, not to exceed

\$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, Optumcare knowingly and intentionally provided Ms. Bravo and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. By virtue of misclassifying aggrieved employees as exempt, Optumcare knowingly and intentionally omitted required information from the wage statements of Ms. Bravo and the aggrieved employees. For instance, the wage statements issued to Ms. Bravo and other aggrieved employees failed to itemize the number of regular and overtime hours worked during the pay period, the rate of pay for regular and overtime wages, and the meal and rest break premiums owed to the aggrieved employees, among other required information.

Labor Code section 1174(d) provides that [e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants..." Labor Code Section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Optumcare willfully failed to maintain accurate payroll records for Ms. Bravo and other aggrieved employees by improperly classifying them as exempt employees, failing to correctly list regular and overtime rates of pay, and failing to correctly list the gross wages and net wages, and meal and rest break premiums earned by them.

Because Optumcare failed to list the correct classification status, regular and overtime rates of pay, gross wages earned, net wages, and meal and rest break premiums earned on wage statements, Ms. Bravo and other aggrieved employees have been prevented from verifying, solely from information on the wage statements, that they were paid correctly and in full.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than

those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, Optumcare failed to pay Ms. Bravo and other aggrieved employees all wages due to them within the time period specified by section 204—specifically, meal and rest break premium wages and regular and overtime wages not paid as a result of failing to properly classify them as non-exempt employees.

Ms. Bravo and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201-203

Pursuant to Labor Code sections 201-203, aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because Optumcare failed to pay regular and overtime wages, and meal and rest break premiums, Ms. Bravo alleges that the Employer has violated Labor Code sections 201-203, and the former employees of Optumcare are entitled to waiting time penalties.

Violation of California Labor Code § 2802

During the applicable statutory period, Ms. Bravo and other aggrieved employees incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Optumcare. Expenses include, but are not limited to, internet charges, as Ms. Bravo was required to use and upgrade her personal internet service while working from home since the start of the Covid-19 pandemic. This violates California Labor Code section 2802, which provides that the "[E]mployer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Ms. Bravo, as an aggrieved employee and on behalf of herself and all other current or former Optumcare Management, LLC, employees, seeks all penalties or remedies as may be allowed under PAGA, and by this letter give written notice of their PAGA claim pursuant to Labor Code section 2699.3(a/c)(2)(A). Please advise within sixty (60) calendar days of the filing/postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the filing/postmark date of this Notice that the LWDA intends to investigate these allegations, the

aggrieved Employees may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

The Markham Law Firm and United Employees Law Group represent Ms. Bravo in this matter.

Very truly yours,

THE MARKHAM LAW FIRM



David Markham
Maggie Realin
Lisa Brevard

cc: (via Certified Mail)

*Agent for Service of Process for Optumcare
Management, LLC.*

CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013

Optumcare Management, LLC
Attn: Legal Department
2175 Park Place
El Segundo, CA 90245

Cc: (via Electronic Mail)
Walter L. Haines

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Agent for SOP for Optumcare
Management LLC
CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013



9590 9402 6502 0346 4548 29

2. Article Number (Transfer from service label)

7021 0350 0001 1154 4312

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

FEB 7 2022

Delivery Service

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$227 + 11.33

Sent To

Optumcare Management LLC Attn: Legal Dept.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$227 + 11.33

Sent To

Agent SOP Optumcare Management LLC
CT Corp System

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

EXHIBIT B

THE MARKHAM LAW FIRM

- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com*

May 19, 2023

Via Online Filing:

<https://dir.tfaforms.net/308> Labor and Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

Re: Wage/Hour Claims of Monique Bravo (“Employee”) against Optumcare Management, LLC, a California Company and Optum Care, Inc., a California Corporation (collectively, “Employers” or “Optumcare”)

To: PAGA Administrator, California Labor and Workforce Development Agency (“LWDA”)

From: Monique Bravo, who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a) and alleges as follows:

Ms. Monique Bravo is a resident of the State of California. During the applicable time period, Ms. Bravo has been employed in California by Optumcare. Ms. Bravo began working for Optumcare in or about March 2019 as a Nurse Case Manager. She was misclassified as an exempt employee until approximately February 2022, when Optumcare reclassified the position as non-exempt. As an exempt employee, she worked an average of 45 to 50 hours per week, and routinely worked through her meal and rest breaks in the course of business. While employed by Optumcare, Ms. Bravo earned a fixed salary which she was paid regardless of the hours she worked.

In order to hold the position, Ms. Bravo was required by Optumcare to be licensed as a vocational nurse or LVN. Ms. Bravo’s job duties were to work with different health and insurance companies and provide explanations for the referrals for treatments and other medical services, which often required research regarding medical and/or insurance claims. Ms. Bravo had no authority to hire or fire employees, and she did not have any authority to order treatment, nor to eliminate, deny, suspend, or modify any treatment ordered by a physician.

Optumcare Management, LLC, employs numerous employees in the State of California and has headquarters in El Segundo, California. Optum Care, Inc. employs numerous employees in the State of California and is headquartered in Minnetonka, Minnesota. During the relevant time period, the Employers utilized consistent policies and procedures regarding Ms. Bravo, and others similarly situated, in violation of Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1198, and 2802.

Violation of California Labor Codes 226.7 and 512

California Labor Code section 512 provides no employer shall employ any person for a work period of more than five (5) hours without a duty-free meal period of not less than 30 minutes. Under IWC Wage Orders, California Code of Regulations, and California Labor Code section 226.7, if an employer fails to provide an employee a duty-free meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the meal period is not provided.

During the applicable time period, approximately February 2021 to February 2022, Ms. Bravo and other aggrieved employees were improperly classified as exempt employees, and Optumcare intentionally and improperly denied and failed to permit duty-free meal periods. To the extent Ms. Bravo was able to take meal periods, they were always interruptible, because Optumcare would often send critical emails requiring an immediate response, no later than within one hour of being sent. Because of this requirement, Ms. Bravo had to constantly check her emails, including on her meal periods. Optumcare did this systematically and maintained and implemented a non-compliant practice and/or policy for the classification of employees as exempt, resulting in non-provision of meal periods and non-payment of meal period premiums.

Similarly, under applicable IWC Wage Orders and California Code of Regulations require employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes for every four (4) hours of work, or major fraction thereof. The Wage Orders and Regulations also state if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the rest period was not provided. These remedies are codified under California Labor Code section 226.7.

Ms. Bravo and other aggrieved employees were improperly classified as exempt employees and Optumcare intentionally and improperly denied and failed to permit and authorize duty-free rest periods during the applicable time period, or between approximately February 2021 and February 2022. Rest periods were discouraged due to Optumcare's strict quota requirements regarding the number of processed referral or treatment reviews, and constant monitoring. Any "gap" in time Ms. Bravo had during the day was analyzed, flagged, and had to be explained. This non-compliant practice and/or policy was executed by Optumcare on a system-wide basis and resulted in non-provision of rest period premiums and non-payment of rest period premiums.

Ms. Bravo and other aggrieved employees are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194, and penalties pursuant to California Labor Code sections 203, 226.7, and 558.

Violation of California Labor Code § 510 and 1198

Labor Code establishes fundamental right of all employees in California to be paid wages for their work in a timely fashion. Under section 510(a) and 1198 of the California Labor Code, and an applicable Wage Order, non-exempt employees are to be paid 1.5 times their regular rate of pay for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek.

During the relevant time period, approximately February 2021 to February 2022, Ms. Bravo worked an average of 5 to 10 hours of uncompensated overtime per week while misclassified as an exempt employee. Optumcare required Ms. Bravo and other aggrieved employees to meet a quota of 35 reviews per day. Further, Optumcare would threaten Ms. Bravo and other aggrieved employees that if they did not meet their daily quota, they would be ineligible for the stipend pay they provided for additional work performed on the weekends. Some reviews took longer than others which caused Ms. Bravo to work up to two hours after her shift was scheduled to end. Optumcare failed to pay Ms. Bravo for all hours worked, including 1.5-times her hourly rate for her work performed over 8 hours in a day, and/or 40 hours in a week.

Optumcare willfully, and on a systematic and company-wide basis, maintained and implemented a non-compliant practice and/or policy for the payment of straight wages and overtime. Specifically, Optumcare misclassified Ms. Bravo and all other aggrieved employees and failed to pay all straight time and overtime wages owed to them at the correct rate of pay.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 218.5, 218.6, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 226 and 1174

California Labor Code section 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (§226(a)(1)), "net wages earned" (§226(a)(5)), "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (§226(a)(9)) and "the inclusive dates of the period for which the employee is paid." (§226(a)(6).)

Labor Code Section 226(e) provides if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs, and \$100 per employee for each violation in any subsequent pay period, not to exceed

\$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, approximately February 2021 to February 2022, Optumcare knowingly and intentionally provided Ms. Bravo and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. By virtue of misclassifying aggrieved employees as exempt, Optumcare knowingly and intentionally omitted required information from the wage statements of Ms. Bravo and the aggrieved employees. For instance, the wage statements issued to Ms. Bravo and other aggrieved employees failed to itemize the number of regular and overtime hours worked during the pay period, the rate of pay for regular and overtime wages, and the meal and rest break premiums owed to the aggrieved employees, among other required information.

Labor Code section 1174(d) provides that [e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants..." Labor Code Section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Optumcare willfully failed to maintain accurate payroll records for Ms. Bravo and other aggrieved employees by improperly classifying them as exempt employees, failing to correctly list regular and overtime rates of pay, and failing to correctly list the gross wages and net wages, and meal and rest break premiums earned by them.

Because Optumcare failed to list the correct classification status, regular and overtime rates of pay, gross wages earned, net wages, and meal and rest break premiums earned on wage statements, Ms. Bravo and other aggrieved employees have been prevented from verifying, solely from information on the wage statements, that they were paid correctly and in full.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any

employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, approximately February 2021 to February 2022, Optumcare failed to pay Ms. Bravo and other aggrieved employees all wages due to them within the time period specified by section 204—specifically, meal and rest break premium wages and regular and overtime wages not paid as a result of failing to properly classify them as non-exempt employees.

Ms. Bravo and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201-203

Pursuant to Labor Code sections 201-203, aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employers' failure to pay all wages due upon separation of employment. Here, because Optumcare failed to pay regular and overtime wages, and meal and rest break premiums, while Nurse Case Managers were misclassified as exempt employees, Ms. Bravo alleges that Employers have violated Labor Code sections 201-203, and the former employees of Optumcare are entitled to waiting time penalties.

Violation of California Labor Code § 2802

During the applicable statutory period, February 2021 to the present day, Ms. Bravo and other aggrieved employees incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Optumcare. Expenses include, but are not limited to, internet charges, as Ms. Bravo was required to use and upgrade her personal internet service while working from home since the start of the Covid-19 pandemic. Employers' practice of failing to reimburse necessarily incurred business expenses has continued after Nurse Case Managers were reclassified as non-exempt employees. This violates California Labor Code section 2802, which provides that the "[E]mployer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Ms. Bravo, as an aggrieved employee and on behalf of herself and all other current or former Optumcare Management, LLC, employees, seeks all penalties or remedies as may be allowed under PAGA, and by this letter give written notice of their PAGA claim pursuant to Labor Code

section 2699.3(a/c)(2)(A). Please advise within sixty (60) calendar days of the filing/postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the filing/postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employees may immediately thereafter commence a civil action against the Employers pursuant to Labor Code §2699.

The Markham Law Firm and United Employees Law Group represent Ms. Bravo in this matter.

Very truly yours,

THE MARKHAM LAW FIRM



David Markham
Maggie Realin
Lisa Brevard

cc: (via Certified Mail)

*Agent for Service of Process for Optumcare
Management, LLC.*

CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013

*Agent for Service of Process for
Optum Care, Inc.*

CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013

Optumcare Management, LLC
Attn: Legal Department
2175 Park Place
El Segundo, CA 90245

Optum Care, Inc.
Attn: Legal Department
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Cc: (via Electronic Mail)
Walter L. Haines

1 **PROOF OF SERVICE**

2 *Bravo v. Optumcare Management, LLC*

3 Los Angeles Superior Court Case No. 22STCV12240

4 I, Amber Worden, declare as follows:

5 I am employed in the County of San Diego, State of California. I am over the age of 18 and not a
6 party to this action. My business address is 605 "C" Street, Suite 200, San Diego, California 92101.

7 On June 15, 2026, I instituted service of the forgoing document(s) described as:

8 **CONSOLIDATED REPRESENTATIVE ACTION COMPLAINT**

9 on the following interested parties:

10 **SEE ATTACHED SERVICE LIST**

11 in the manner described below:

12 **[XX] BY ELECTRONIC SERVICE – ONE LEGAL:** Pursuant to Cal. Rules of Court, Rule
13 2.251(c)(3), I submitted an electronic version of the document(s) through the user interface of the
14 e-filing vendor at www.onelegal.com.

15 **[XX] STATE:** I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on June 15, 2026, at San Diego, California.

18
19 
20 _____
21 Amber Worden
22
23
24
25
26
27
28

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Case No. 22STCV12240
SERVICE LIST

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Walter Haines, Esq. UNITED EMPLOYEES LAW GROUP 8605 Santa Monica Blvd., #63354 West Hollywood, CA 90069 walter@uelglaw.com	Co-counsel for Plaintiff