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Attorneys for Plaintiff Monique Bravo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MONIQUE BRAVO, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

OPTUMCARE MANAGEMENT, LLC, a
California Corporation,

Defendants.

Lead Case No. 22STCV12240 ("Bravo I")
(Consolidated with Case No. 23STCV17426
("Bravo II"))

ASSIGNED FOR ALL PURPOSES TO:
Honorable Brock T. Hammond, Dept. 407

**CONSOLIDATED REPRESENTATIVE
ACTIONS**

**DECLARATION OF MONIQUE BRAVO IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") SETTLEMENT**

Date: September 10, 2026

Time: 8:30 a.m.

Dept: 407

Reservation No.: 267317946638

Complaint filed: April 11, 2022

1 I, Monique Bravo, declare:

2 1. I am the plaintiff in this representative action against Optumcare Management,
3 LLC, and make this declaration in support of the Approval of PAGA Representative Settlement
4 with Defendants OptumCare Management, LLC and Optum Care, Inc. ("Optum" or
5 "Defendants"). I have personal knowledge of the facts stated in this declaration, except as to
6 those matters stated upon information or belief, and, as to those matters, I believe them to be
7 true. If called as a witness, I could and would testify truthfully and competently to the matters
8 stated in this Declaration.

9 2. I am in no way related to anyone associated with anyone who works for The
10 Markham Law Firm, Cohelan Khoury & Singer, or United Employees Law Group. Further, I
11 have no conflict of interest with any aggrieved employees.

12 3. I worked for Defendants in their office in Arcadia, California, and then remotely
13 in Phelan, California, from approximately March 2019 to the present. Beginning in March 2019
14 I was employed as a Nurse Case Manager, and subsequently I transferred to another position. I
15 alleged that while I worked as a Nurse Case Manager I was misclassified as an exempt
16 employee until approximately February 2022, when Defendant Optumcare Management, LLC
17 reclassified the Nurse Case Manager position as non-exempt.

18 4. In order to hold my position, I was required to be licensed as a vocational nurse
19 or LVN.

20 5. My job duties required me to work with different health and insurance
21 companies and provide explanations for the referrals for treatments and other medical services,
22 which often required research regarding medical and/or insurance claims.

23 6. In the complaint I brought against the Defendants, I alleged that I was not paid
24 for all hours worked. While I was misclassified as an exempt employee, I worked an average of
25 45 to 50 hours per week in order to meet Optum's strict daily quota requirement to process
26 approximately 35 referral or treatment reviews per day. As a result, I worked approximately 5
27 to 10 hours of uncompensated overtime per week while I was misclassified as an exempt
28 employee.

1 7. I also alleged I was often not able to take my meal break until after the end of
2 my fifth hour of work, or I had to work through it completely. When I was able to take meal
3 periods, they were always interruptible, because Optum often sent critical emails requiring an
4 immediate response, no later than within one hour of being sent. Because of this requirement, I
5 had to constantly check my emails, including during meal periods.

6 8. Further, I alleged in my complaint that for the same reasons as in the preceding
7 paragraph, there were times when I was unable to take my rest breaks, or that they were cut
8 short. Rest periods were discouraged due to Optum's strict quota requirements regarding the
9 number of processed referral or treatment reviews, and constant monitoring. Any "gap" in time
10 I had during the day was analyzed, flagged, and had to be explained.

11 9. I further alleged I was not provided accurately itemized wage statements. I
12 believe that other employees were subject to Defendants' same policies and practices regarding
13 the wage statement and payment procedure.

14 10. I decided to contact an attorney because, among other reasons, to me, it was not
15 fair that while I was classified as an exempt Nurse Case Manager, I was not paid for all hours I
16 was working. I initially spoke with the attorneys at United Employees Law Group and later
17 with the attorneys at The Markham Law Firm and Cohelan Khoury & Singer, and I told them
18 about everything I had experienced while working for Defendants. I decided to become a
19 named plaintiff in a representative action against Optum. My attorneys explained the duties and
20 responsibilities as a named plaintiff representative in a PAGA action, and I decided to
21 undertake this role for the benefit of other employees of Defendants who experienced the same
22 issues that I had experienced.

23 11. I hoped that by filing this lawsuit, Defendants would do the right thing and pay
24 their employees for all hours worked, provide employees with their timely and uninterrupted
25 meal and rest breaks, reimburse business expenses, and provide timely wages they incurred as
26 required by California law.

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1 12. I was very happy and relieved to learn that the case had settled on a
2 representative basis, and it resulted in a settlement amount of \$630,000, from which payments
3 will be made to the LWDA and aggrieved employees. I think this is an excellent result. It is
4 rewarding to know that because I took action against something I felt was wrong, the other
5 employees and LWDA will benefit financially.

6 13. To date, I estimate that I have devoted more than 100 hours to this case. My
7 involvement began before the lawsuit was filed and has continued throughout the litigation. I
8 have regularly communicated with my attorneys by phone, email, and text message; searched
9 for, organized, and produced relevant records and documents; reviewed materials at my
10 attorneys' request; and provided information and explanations concerning documents and
11 information produced by Defendants. Throughout the case, I have remained available to assist
12 counsel, answer questions, and perform any tasks necessary to support the prosecution of this
13 action.

14 14. I was deposed in this case for a full day, which required substantial preparation
15 beforehand. In the weeks leading up to my deposition, I spent many additional hours meeting
16 and communicating with my attorneys, reviewing documents and records, refreshing my
17 recollection of events, and preparing to provide complete and accurate testimony regarding the
18 facts and claims at issue in this case.

19 15. I was on standby for a full-day mediation session. My attorneys needed me to be
20 available in case they had any questions pertaining to my claims in this case.

21 16. I always did my best to be available to my attorneys to answer any questions
22 they had or provide any information they needed. I returned their phone calls and text messages
23 as promptly as I could and answered any questions to the best of my ability. I complied with
24 my attorneys' requests to review documents and provide information.

25 17. By filing this lawsuit, I understood the risks involved. I was afraid of the
26 possibility that my role in this action would affect my future employment. I now bear the
27 stigma of bringing a lawsuit against my employer – a large company. Given the internet, it is
28 quite likely that future possible employers might find out simply by “googling” my name that I

1 acted as a named plaintiff in this action. Regardless of this risk, I am happy to know that the
2 time, effort, and information I provided helped to make this settlement possible.

3 18. I am also aware that if I lost this case, I might be responsible for Defendants'
4 costs of defending this case. This substantially added to the stress of being a named plaintiff in
5 this case.

6 19. Participating in this case required a significant commitment of my time and
7 energy. During the pendency of this lawsuit, I gave birth to and cared for two young children
8 while balancing my family responsibilities and other personal obligations. Despite these
9 demands, I remained actively involved in the case, communicating with counsel, gathering and
10 reviewing documents, preparing for and attending my deposition, and making myself available
11 whenever assistance was needed. My participation often required me to devote time that
12 otherwise would have been spent caring for my family or attending to personal matters. While
13 the process was at times stressful and burdensome, I remained committed to pursuing this
14 action because I believed it would benefit the LWDA and help protect the rights of other
15 aggrieved employees.

16 20. For all of the reasons stated above, I believe the \$630,000 settlement is fair,
17 adequate, and reasonable in light of PAGA's purpose of remedying Labor Code violations and
18 promoting enforcement of California's labor laws. I am very pleased with the outcome of this
19 case and believe the settlement provides a meaningful benefit to the LWDA and the aggrieved
20 employees. I respectfully request that the Court approve the Settlement and take all steps
21 necessary to bring this matter to a successful conclusion. I remain committed to this case and
22 will continue to make myself available throughout the remainder of the settlement process.

23 21. I have separately entered into a confidential settlement agreement with
24 Defendants in exchange for providing a general release of my claims as specified in that
25 agreement. I understand that if the Court requires, this settlement agreement will be provided to
26 the Court *in camera* to comply with the confidentiality provisions.

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1 I declare under penalty of perjury under the laws of the United States and the State of
2 California that the foregoing is true and correct.

3 Executed on 6/17/2026 at Phelan, California.

4
5 Signed by:
Monique Bravo
6 Monique Bravo