

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

1. Parties. The parties to this Confidential Settlement and General Release Agreement (“Agreement”) are Jasmine Amos (for yourself, your family, beneficiaries and anyone acting for you) (“you,” “your,” or “Plaintiff”), in your individual capacity and in your capacity as a Private Attorney General, and United HealthCare Services, Inc. (“UHS”) and UnitedHealth Group Incorporated (“UHG”) (collectively “Defendants” or the “Company”).

2. Recitals. On or about May 24, 2022, you filed a lawsuit in the Superior Court of California, County of San Mateo against Defendants. The case was assigned Case No. 22-CIV-02095 and is referred to herein as the “Action.” The Action alleges a single cause of action under the Private Attorneys General Act (“PAGA”) seeking to recover penalties for alleged failure to pay overtime wages, alleged failure to provide meal periods and authorize and permit rest breaks, alleged failure to timely pay wages during employment, alleged failure to timely pay wages upon separation of employment, alleged failure to provide complete and accurate wage statements, alleged failure to maintain accurate employment records, alleged unlawful deduction of wages, and alleged failure to reimburse business expenses in violation of Labor Code 2802.

On or about May 9, 2023, the court in the Action entered an order compelling to arbitration the arbitrable “individual” PAGA claims and stayed the representative PAGA claims. On or about September 20, 2023, you filed a Demand for Arbitration (the “Arbitration”). On or about February 28 and 29, 2024, you filed Amended and Second Amended Demands for Arbitration. This agreement is not intended to resolve any non-arbitrable PAGA claims that Plaintiff has brought in her representative capacity on behalf of the Labor and Workforce Development Agency (“LWDA”), the State of California or other allegedly aggrieved employees, although it is intended to resolve all of Plaintiff’s individual claims (including all individual claims under PAGA). Non arbitrable representative claims are exempted from this release and will proceed forward in the San Mateo County action with the understanding and agreement that the PAGA representative claims will be limited to alleged violations of California Labor Code section 2802 for work-from-home expenses as to employees other than Plaintiff.

3. Consideration. In complete settlement of all individual claims that you have against the Defendants in your individual capacity, and all arbitrable individual PAGA claims brought in your capacity as a Private Attorney General on behalf of the State of California, but excluding non-arbitrable representative PAGA claims brought in your capacity as a Private Attorney General on behalf of the LWDA, the State of California, or other allegedly aggrieved employees for work-from home expenses under California Labor Code section 2802, and subject to the terms below, UHS agrees to pay the gross sum of [REDACTED] (the “Settlement Sum”) apportioned as follows:

[REDACTED] minus applicable deductions and withholdings, for alleged lost wages by check made payable to you (“Wage Portion”). UHS will pay the employer’s share of the Wage Portion. UHS will issue an IRS Form W-2 to you reflecting this payment.

[REDACTED] for alleged non-wage penalties, individual PAGA claims, interest or damages (“Non-Wage Portion”).

Of this amount, \$1,000.00 will be apportioned to settlement of the PAGA claim arising out of your individual employment with UHS ("Individual PAGA Settlement"). \$250.00, or 25% of the Individual PAGA Settlement, will be paid by check made payable to you. This apportioned PAGA payment is in no way intended to resolve the representative PAGA claim made pursuant to Labor Code Section 2802 for work-from-home expenses in the Action, as reflected in Exhibit 1, which Plaintiff will pursue on behalf of the State of California and other allegedly aggrieved employees (but not on behalf of herself individually). The remaining \$750.00, or 75% of the Individual PAGA Settlement, will be paid to the Labor and Workforce Development Agency ("LWDA"). Arbitrator approval of the Individual PAGA Settlement and UHS's receipt of an IRS Form W-9 completed and executed by you are conditions precedent to this payment. UHS will issue an IRS Form 1099 to you reflecting this payment. The LWDA will receive notice of this settlement and may exercise its right to object to this portion of the settlement pursuant to the Labor Code.

The remaining amount of the Non-Wage Portion, or [REDACTED], will be paid by check made payable to you in full and complete resolution of all other alleged non-wage claims. UHS's receipt of an IRS Form W-9 completed and executed by you is a condition precedent to this payment. UHS will issue an IRS Form 1099 to you reflecting this payment.

Defendants acknowledge and agree that they will not seek to challenge (including by dispositive motion) Plaintiff's standing to proceed with the "representative" portion of the PAGA claim in the Action based on alleged violations of section 2802 for work-from-home expenses suffered by other allegedly aggrieved employees, based on the payment made to the LWDA as described in this paragraph, or based on the settlement and dismissal of Plaintiff's individual PAGA claims.

[REDACTED] for all attorneys' fees and costs you may have incurred or sought, by check made payable to Nathan & Associates APC. UHS will issue an IRS Form 1099 to you and Nathan & Associates, APC reflecting this payment.

UHS will report the payment(s) above to the IRS as required by law. You acknowledge that you have not relied on any statements or representations by the Defendants or their attorneys with respect to the tax treatment of the payments described in this section. If any taxing body determines that the tax treatment was incorrect and that greater amounts should have been withheld from any payment above (or any part thereof), you acknowledge and assume all responsibility for paying those amounts and further agree to hold the Defendants harmless for payment of any additional taxes and any interest and penalties thereon.

All parties warrant that they are not aware of any attorneys' liens placed on this matter.

You agree that the payments above are consideration for the promises by you contained herein and that Defendants were not otherwise obligated to make these payments.

UHS's obligations to make the payments above shall become due thirty (30) calendar days after the latest date that all of the following occur: (i) Defendants receive this Agreement executed by you; (ii) Defendants receive properly completed IRS Forms W-4 and W-9 from Plaintiff and a Form W-9 from Plaintiff's counsel; (iii) Defendants receive notice that the Arbitrator has approved the Individual PAGA Settlement, and that the Arbitration has been dismissed with prejudice; and (iv) the court in the Action enters an order granting Plaintiff leave to file a First Amended Complaint asserting only a single cause of action under PAGA based on Labor Code section 2802 for alleged work-from-home expenses asserted on behalf of the State of California and all allegedly aggrieved employees (but not asserted as to Plaintiff individually). You agree that you will not seek to reassert claims alleged in the original complaint that are not alleged in the First Amended Complaint. A copy of the Stipulation to file First Amended Complaint and First Amended Complaint– which all Parties agree to execute and submit to the Court -- is attached hereto as Exhibit 1. The obligation to pay the Settlement Sum and the obligation to release claims agreed upon herein are expressly conditioned upon the conditions set forth in this Agreement.

4. Dismissal of Action. The parties agree that: 1) Plaintiff filing a First Amended Complaint asserting only a single cause of action under PAGA based on Labor Code section 2802 for alleged work-from-home expenses as to allegedly aggrieved employees other than Plaintiff; and 2) arbitrator approval of the Individual PAGA Settlement and Plaintiff's dismissal of the Arbitration with prejudice, are conditions precedent to Defendants' promises in this Agreement. This Settlement is conditioned on Defendants' agreement that they will not challenge Plaintiff's standing to pursue the remaining representative portion of the PAGA claim in the Action based on Labor Code section 2802 for work-from-home expenses on behalf of the State of California and other allegedly aggrieved employees. You agree to file or participate in the filing of a stipulation to file a first amended complaint as stated herein, and to take any other action that may be required to achieve that dismissal.

5. General Release. You, on behalf of yourself and in your role as a Private Attorney General for the State of California, release Defendants (plus their parents, subsidiaries, affiliates, predecessors, successors and any other entity related to them and all of their past and present directors, officers, employees and anyone else acting for any of them – all together "Releasees") from all claims of any type to date, known or unknown, suspected or unsuspected, to the fullest extent allowed by law, including but not limited to anything related to your employment or the end of your employment. This means you give up all claims and rights, including but not limited to:

- failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to pay or properly pay sick pay, failure to pay accrued vacation, failure to reimburse business expenses, failure to furnish accurate wage statements, record keeping violations (including failure to

maintain adequate and accurate payroll records), failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, rounding, failure to properly calculate or pay the regular rate of pay, and unlawful deductions of wages, claims derivative and/or related to these claims, liquidated damages, and conversion of wages; claims under the California Labor Code, I.W.C. Wage Order, California Business & Professions Code, or Private Attorneys General Act;

- pay/compensation/benefits including backpay, frontpay, overtime, bonuses, commissions, equity, expenses, incentives, insurance, paid/unpaid leave/time off, profit sharing, salary, or separation pay/benefits;
- compensatory, emotional or mental distress damages, punitive or liquidated damages, attorney fees, costs, interest, or penalties of any type;
- violation of express or implied employment contracts, covenants, promises or duties, intellectual property or other proprietary rights;
- unlawful or tortious conduct such as assault or battery; background check violations; defamation; detrimental reliance; fiduciary breach; fraud; indemnification; intentional or negligent infliction of emotional distress; interference with contractual or other legal rights; invasion of privacy; loss of consortium; misrepresentation; negligence (including negligent hiring, retention or supervision); personal injury; promissory estoppel; public policy violation; retaliatory discharge; safety violations; posting or records-related violations; wrongful discharge; or other federal, state or local statutory or common law matters;
- discrimination, harassment or retaliation based on age (including Age Discrimination in Employment Act or “ADEA” claims), benefit entitlement, citizenship, color, concerted activity, disability, ethnicity, gender, gender identity and expression, genetic information, immigration status, income source, jury duty, leave rights, military status, national origin, parental status, protected off-duty conduct, race, religion, retaliation, sexual orientation, union activity, veteran status, whistleblower activity (including Sarbanes-Oxley, Dodd-Frank and False Claims Act claims), other legally protected status or activity; or any allegation that payment under this Agreement was affected by any such discrimination, harassment or retaliation; and
- participation in any class, collective, or representative action against any Releasee, except as provided in Paragraph 6 (Ability to Represent Employees in the Action), below.

In addition, you waive all rights under California Civil Code § 1542 which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This General Release does not preclude your ability to represent other allegedly aggrieved employees in the Action as to the PAGA claim under section 2802 for work-from-home expenses, as stated in Paragraph 6 (Ability to Represent Employees in the Action), below. Notwithstanding this General Release, Defendants agree that they will not challenge your standing to represent allegedly aggrieved employees in the Action as to the PAGA claim under section 2802 for work-from-home expenses.

6. *Ability to Represent Employees in the Action.* Notwithstanding any other provision of the Agreement, and without conceding that you are an “aggrieved employee” under PAGA, Defendants agree not to challenge Plaintiff’s standing to represent the State of California and other allegedly aggrieved employees on a representative basis under PAGA as to the claim based on Labor Code section 2802 for work-from-home expenses in the Action. Defendants’ position is that you are not an “aggrieved employee” for purposes of PAGA, and that you did not suffer any Labor Code violation, including as to section 2802. Should any amount be awarded to the State of California and/or allegedly aggrieved employees in the Action or as part of a settlement of the Action based on Labor Code section 2802 for work-from-home expenses, you will not be eligible to recover any amount of the award or settlement, however, you remain entitled to seek a service award subject to court approval.

7. *Release Exclusions/Individual Protections.* This Agreement’s release provisions exclude: claims arising after you sign this Agreement; claims for breach of this Agreement; and claims that cannot be waived for unemployment or worker’s compensation benefits. Consistent with California law, nothing in any part of this Agreement limits your rights to (i) file charges with, or assist/participate in an investigation conducted by, any agency that expressly prohibits waiver of such rights; or (ii) testify accurately in administrative, legislative, or judicial proceedings relating to alleged criminal conduct or alleged sexual harassment, pursuant to subpoena or court order to a written request from an administrative agency or legislature, or in court pursuant to subpoena or court order; or (iii) communicate with law enforcement or your attorney. You nonetheless give up all rights to any money or other individual relief based on any agency or judicial decision, including class, collective, or representative action rulings. However, you may receive money properly awarded by the U.S. Securities and Exchange Commission as a reward for providing information to that agency.

8. *No Other Claims or Lawsuits.* Apart from the Action, you represent that you have not filed any action, lawsuit, claim, charge, notice, proceedings or complaint against Defendants or any Releasee, with any local, state, or federal agency or court, or, if you have, you will immediately cause them to be dismissed or withdrawn with prejudice.

9. *Promise Not To Sue.* A “promise not to sue” means you promise not to sue any Releasee in court. This is different from the General Release above. Besides releasing claims covered by the General Release, you agree never to sue any Releasee for any reason covered by the General Release. You also agree not to sue any Releasee as a private attorney general for any claim arising out of or related to any claim released in the General Release whether on an individual or representative basis (excluding the representative portion of the PAGA claim in the Action under Labor Code section 2802 for work-from-home expenses claims brought on behalf of the State of California and other allegedly aggrieved employees, as set forth in Exhibit 1). You waive your right to seek to be appointed as a private attorney general to sue any Releasee for a PAGA claim

arising out of or related to the claims released, whether they allegedly affected you personally or other individuals (excluding the representative portion of the PAGA claim in the Action under Labor Code section 2802 for work-from-home expenses claims brought on behalf of the State of California and other allegedly aggrieved employees, as set forth in Exhibit 1). You further agree that you will not seek to reassert claims alleged in the original complaint that are not alleged in the First Amended Complaint. Despite this Promise Not To Sue, however, you may file suit to enforce this Agreement or to challenge its validity under the ADEA, if applicable. If you sue a Releasee in violation of this Agreement: the Company can require you to return all but [REDACTED] of the money and benefits provided to you under this Agreement. In that event, the Company shall be excused from any remaining obligations that exist solely because of this Agreement. This Promise Not To Sue does not preclude your ability to represent the State of California and other allegedly aggrieved employees in the Action as to the PAGA claim under section 2802 for work-from-home expenses, as stated in Paragraph 6 (Ability to Represent Employees in the Action), above.

10. *Promise Not to Participate in Certain Actions.* Except as stated in Paragraph 6 (Ability to Represent Employees in the Action), above, you further agree not to participate in, or recover any monetary amount or penalty from, any lawsuit or class action or representative action now or in the future that asserts any claim, allegation, or violation released in this Agreement or that seeks to stop, reverse, or undo this Agreement. You acknowledge and agree that regardless of whether parts of this Agreement are deemed unenforceable, this Agreement will have the effect of precluding any recovery (sought by you directly or on your behalf) for the claims and allegations released in this Agreement or allegations raised in your Complaint in the Action or Arbitration Demands, in any legal proceeding against Defendants. If you violate this provision, Defendants can require you to return all but [REDACTED] of the money and benefits provided to you under this Agreement. In that event, Defendants shall be excused from any remaining obligations that exist solely because of this Agreement.

Notwithstanding the foregoing, it will not be deemed a violation of this provision if: (a) you are deemed a class member in a pending action, receive notice of preliminary approval of a class action settlement, and take affirmative steps to opt yourself out of the class settlement; (b) you inadvertently fail to opt out of a class action settlement, receive a class settlement check, do not cash the check, and take affirmative steps to return the check to the class administrator; or (c) you are deemed to be an “aggrieved employee” in any representative action under California’s Private Attorneys General Act of 2004 (the “PAGA”), receive a civil penalty check in the mail, do not cash the check, and take affirmative steps to return the check to the settlement administrator.

11. *Confidentiality of Agreement.* The existence of this Agreement is not confidential, but the amount of the settlement is confidential. Unless compelled by legal process, the Parties will not communicate this Agreement’s terms as to the amount of the Settlement to any third party, whether verbally or in writing, by any means, including by social media. Any disclosure will cause irreparable harm that money cannot undo. Accordingly, violation of this section will entitle the Company to temporary and permanent injunctive relief. Except as required by law, Plaintiff has not disclosed and will not disclose any term of this Agreement, including any payment under this Agreement, to anyone except Plaintiff’s immediate family members and legal/financial advisors.

12. Whistleblowing. You agree that (i) no one interfered with your ability to report within the Company possible violations of any law, and (ii) it was the Company's policy throughout your employment to encourage such reporting.

13. Return of Company Property. You have returned (or you will before receiving any settlement payments described above) all Company property you possessed or controlled, including but not limited to any confidential information, company emails, documents, cellular phone, laptop or other computer, other business equipment, credit cards, keys, software or work product. Company property includes all originals plus hard copies and electronic versions of all documents, such as e-mails, facsimiles, files, handbooks, letters, manuals, memoranda, power points, records and reports.

14. Non-Disparagement. Except as provided in this Agreement's Paragraph 6 (Ability to Represent Employees in the Action) and Paragraph 7 (Release Exclusions/Individual Protections), you promise not to do or say anything, verbally or in writing, directly or indirectly, that disparages, reflects negatively on or otherwise detrimentally affects any Releasee.

15. Non-Admission. Neither Defendants' offer reflected in this Agreement nor any payment under this Agreement are an admission that you have a viable claim against the Company or any other Releasee. Each Releasee denies all liability. The Parties agree that, except as otherwise provided herein, they shall bear their own respective attorneys' fees and costs. Neither you nor the Company shall be viewed as a prevailing party by virtue of executing this Agreement.

16. Applicable Law. This Agreement shall be interpreted under the laws of California, without regard to its choice of law provisions.

17. Dispute Resolution. The Arbitrator retains jurisdiction to hear and resolve any disputes regarding this Agreement. Excluded from this Dispute Resolution requirement are disputes regarding Plaintiff's standing to pursue a PAGA claim under Labor Code section 2802 for work-from-home expenses brought on behalf of the State of California and allegedly aggrieved employees, as well as pre-judgment actions for injunctive relief to enforce the terms of this Agreement. Both parties waive their right to a jury trial.

18. Enforceability. If a court (or arbitrator) finds any part of this Agreement unenforceable, that part shall be modified and the rest enforced. If a court (or arbitrator) finds any such part incapable of being modified, it shall be severed and the rest enforced. A decision not to enforce this Agreement does not waive any future violation.

19. Enforcement. In the event of a breach of this Agreement, the aggrieved party shall be entitled to preliminary and permanent injunctive relief, unless otherwise expressly provided elsewhere in this Agreement, plus any additional relief determined to be appropriate.

20. Other Consequences of Breach. You and Defendants agree that Defendants will be damaged if you breach Paragraph 11 (Confidentiality of Agreement) or Paragraph 14 (Non-Disparagement) of this Agreement, but that Defendants' damages could not be determined with reasonable certainty. Accordingly, you and Defendants have estimated that a fair average compensation for Defendants' losses as a result of any such breach would be \$1,000. Thus, if you breach either of those provisions, you will pay Defendants this amount as damages. Nothing

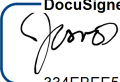
in this Consequences of Breach provision limits Defendants' right to injunctive or other relief if you breach Non-Disparagement or Confidentiality of Agreement. Nor does this section limit Defendants' right to recover damages or injunctive relief for your breach of any other promise by you in this Agreement.

21. *Entire Agreement.* This Agreement is the complete understanding between you and Defendants. The Agreement replaces any other agreements, representations or promises, written or oral.

22. *Other Representations.* You agree:

- You have not communicated with any current or former employees of the Company, verbally or in writing, regarding the Action, proposed settlement or settlement; or encouraged any current or former employees of the Company to sue the Company;
- You have not suffered any on-the-job injury for which you have not already filed a claim, and the end of your employment is not related to any such injury;
- The payments and other consideration provided in this Agreement are not related to sexual harassment or sexual abuse;
- You have had the opportunity to negotiate this Agreement with the Company, and this Agreement shall not be construed for or against either party as a drafter of its terms;
- You were advised in writing, by getting a copy of this Agreement, to consult with an attorney before signing below; and
- You are signing this Agreement knowingly and voluntarily and with the assistance of counsel.

DocuSigned by:



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1/23/2025

By: _____
Jasmine Amos (Date)

By: _____
United HealthCare Services, Inc. (Date)

Name: _____

Title: _____

By: _____
UnitedHealth Group Incorporated (Date)

Name: _____

Title: _____

By: _____
Jasmine Amos (Date)

By: Theresa Schulz 1/23/25
United HealthCare Services, Inc. (Date)

Name: Theresa Schulz
Title: Deputy General Counsel

By: Theresa Schulz 1/23/25
UnitedHealth Group Incorporated (Date)

Name: Theresa Schulz
Title: Deputy General Counsel

EXHIBIT 1

Reuben D. Nathan, Esq. (SBN: 208436)
rnathan@nathanlawpractice.com
NATHAN & ASSOCIATES, APC
2901 W. Coast Hwy., Ste. 200
Newport Beach, CA 92663
TEL: (949) 270-2798
FAX: (949) 209-0303

Matthew Righetti (SBN 121012)
matt@righettilaw.com
John Glugoski (SBN 191551)
jglugoski@righettilaw.com
RIGHETTI GLUGOSKI, P.C.
2001 Union Street, Suite 400
San Francisco, CA 94123
Telephone: 415-983-0900

Attorneys for Plaintiff, Jasmine Amos

[Counsel for Defendants on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

JASMINE AMOS on behalf of herself and all
aggrieved employees,

Plaintiff,

vs.

UNITEDHEALTH GROUP INCORPORATED;
UNITED HEALTHCARE SERVICES, INC.;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 22-CIV-02095

*[Assigned for all purposes to
Hon. Raymond V. Swope, Ctrm. 8A]*

**STIPULATION AND [PROPOSED]
ORDER FOR PLAINTIFFS TO FILE
FIRST AMENDED COMPLAINT**

1 SEYFARTH SHAW LLP

2 Andrew M. Paley (SBN 149699)

3 apaley@seyfarth.com

4 Jonathan L. Brophy (SBN 245223)

5 jbrophy@seyfarth.com

6 2029 Century Park East, Suite 3500

7 Los Angeles, California 90067-3021

8 Telephone: (310) 277-7200

9 Facsimile: (310) 201-5219

10 SEYFARTH SHAW LLP

11 Elizabeth J. MacGregor (SBN 267326) emacgregor@seyfarth.com

12 560 Mission Street, Suite 3100

13 San Francisco, CA 94105-2930

14 Telephone: (415) 397-2823

15 Facsimile: (415) 397-8549

16 SEYFARTH SHAW LLP

17 Gina Gi (SBN 266708)

18 ggi@seyfarth.com

19 601 South Figueroa Street, Suite 3300

20 Los Angeles, California 90017-5793

21 Telephone: (213) 270-9600

22 Facsimile: (213) 270-9601

23 Attorneys for Respondents

24 UNITEDHEALTH GROUP INCORPORATED AND UNITED HEALTHCARE SERVICES, INC.

1 The Parties to the above-entitled action, Plaintiff, JASMINE AMOS (“Plaintiff”) and Defendants,
2 UNITEDHEALTH GROUP INCORPORATED and UNITED HEALTHCARE SERVICES, INC.
3 (“Defendant”) (collectively, the “Parties”), by and through their attorneys of record, hereby stipulate as
4 follows:

5 WHEREAS, on May 24, 2022, Plaintiff filed the Complaint against Defendants;

6 WHEREAS, on June 27, 2022, Defendants filed an Answer to Plaintiff’s Complaint;

7 WHEREAS, on November 7, 2022, Defendants filed a Motion to Compel Arbitration and Motion
8 to Stay, respectively;

9 WHEREAS, on December 9, 2022, Plaintiff filed her Opposition to Defendants’ Motion to
10 Compel Arbitration and Motion to Stay.

11 WHEREAS, on January 20, 2023, Defendants filed their Reply in Support of Motion to Compel
12 Arbitration and Motion to Stay.

13 WHEREAS, on May 9, 2023, the Court issued its Order granting Defendants’ Motion to Compel
14 Arbitration in part and denying in part and denying Defendants’ Motion to Stay as moot. The Court
15 granted Defendants’ Motion to Compel Arbitration as to Plaintiff’s individual claims. The Court stayed
16 the PAGA representative claims pending the outcome of the arbitration of Plaintiff’s individual claims.

17 WHEREAS, on September 20, 2023, Plaintiff filed her arbitration Demand with the American
18 Arbitration Association.

19 WHEREAS, the Arbitration hearing is currently set for February 26-28, 2025.

20 WHEREAS, the Parties have agreed to settle Plaintiff’s individual claims, including the
21 individual component of the PAGA claims, which were subject to the May 9, 2023, order issued by this
22 Court;

23 WHEREAS, the Parties have agreed to seek the Arbitrator’s approval of the settlement of the
24 individual component of the PAGA claim that was compelled to arbitration;

25 WHEREAS, Plaintiff seeks to amend the Complaint and file a First Amended Complaint asserting
26 PAGA violations for failure to reimburse work-from-home expenses, only;

1 WHEREAS, the Parties have agreed that in light of the settlement of the individual component of
2 the PAGA claims that were compelled to arbitration, the PAGA claims being pursued by means of the
3 First Amended Complaint are limited to the representative portion of the PAGA claims arising from
4 alleged violations of Labor Code section 2802 related to work-from-home expenses suffered by other
5 alleged aggrieved employees.

6 WHEREAS, the Parties agree that should any amount be awarded to the State of California and/or
7 allegedly aggrieved employees in this action or as part of a settlement of this action, Plaintiff will not be
8 eligible to recover any amount of the award or settlement, however, Plaintiff remains entitled to seek a
9 service award in connection with any settlement of the representative portion of the action, subject to
10 Court approval.

11 WHEREAS, the Parties agree that Defendants will not seek to challenge Plaintiff's standing to
12 proceed with the "representative" portion of the PAGA claim in the action predicated on alleged
13 violations of Labor Code section 2802 for work-from-home expenses suffered by other allegedly
14 aggrieved employees, based on the settlement and dismissal of Plaintiff's individual PAGA claims.

15 WHEREAS, the Parties agree that Plaintiff will not seek to reassert claims alleged in the original
16 complaint that are not alleged in the First Amended Complaint.

17 WHEREAS, Defendants deny all allegations in the First Amended Complaint and deny that
18 Plaintiff or any other employees were injured in any way;

19 WHEREAS, the Parties hereby stipulate that Plaintiffs will file the First Amended Complaint
20 within fifteen (15) days of the date of the Court's order. A copy of the [proposed] First Amended
21 Complaint is attached hereto as "Exhibit A";

22 WHEREAS, the Parties stipulate that Defendants shall file a responsive pleading to Plaintiff's
23 First Amended Complaint within thirty (30) days of the date of service of the First Amended Complaint;

24 WHEREAS, the Parties agree that the interests of judicial economy and efficiency are best served
25 by allowing Plaintiff to file the [proposed] First Amended Complaint without the need for a noticed
26 motion.

1
2 **IT IS SO STIPULATED.**

3 DATED: January 23, 2025

NATHAN & ASSOCIATES, APC

4
5 By: _____

6 Reuben D. Nathan Esq.
7 Attorneys for Plaintiff,
JASMINE AMOS

8 DATED: JANUARY 23, 2025

SEYFARTH SHAW LLP

9
10 By: _____

11 Andrew M. Paley, Esq.
12 Elizabeth J. MacGregor, Esq.
13 Gina Gi, Esq.
14 Attorneys for Defendants,
UNITEDHEALTH GROUP INCORPORATED and
UNITED HEALTHCARE SERVICE, INC.

1 **[PROPOSED] ORDER**

2 Based on the Stipulation of the Parties, and good cause appearing therefor, **IT IS ORDERED**
3 that:

- 4 1. Based on agreement of the Parties resolving the arbitration proceeding, the stay in this action is
5 lifted. Plaintiff shall file the First Amended Complaint within fifteen (15) days of the date of
6 this Order.
- 7 2. Defendants shall file a responsive pleading to the First Amended Complaint within thirty (30)
8 days of service of the First Amended Complaint on Defendants.
- 9 3. Should any amount be awarded to the State of California and/or allegedly aggrieved employees
10 in this action or as part of a settlement of this action, Plaintiff will not be eligible to recover any
11 amount of the award or settlement, however, Plaintiff remains entitled to seek a service award
12 in connection with any settlement of the representative portion of the action, subject to Court
13 approval.
- 14 4. Defendants will not seek to challenge Plaintiff's standing to proceed with the "representative"
15 portion of the PAGA claim in the action predicated on alleged violations of Labor Code section
16 2802 for work-from-home expenses suffered by other allegedly aggrieved employees, based on
17 the settlement and dismissal of Plaintiff's individual PAGA claims.
- 18 5. Plaintiff will not seek to reassert claims alleged in the original complaint that are not alleged in
19 the First Amended Complaint.
- 20 6. A status conference is scheduled for _____, 2025 at ____.
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23 **IT IS SO ORDERED.**

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26 DATED: _____

Hon. Raymond V. Swope
Judge of the Superior Court

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EXHIBIT A

Reuben D. Nathan, Esq. (SBN: 208436)
rnathan@nathanlawpractice.com
NATHAN & ASSOCIATES, APC
2901 W. Coast Hwy., Ste. 200
Newport Beach, CA 92663
TEL: (949) 270-2798
FAX: (949) 209-0303

Matthew Righetti (SBN 121012)
matt@righettilaw.com
John Glugoski (SBN 191551)
jglugoski@righettilaw.com
RIGHETTI GLUGOSKI, P.C.
2001 Union Street, Suite 400
San Francisco, CA 94123
Telephone: 415-983-0900

Attorneys for Plaintiff, Jasmine Amos

Attorneys for Plaintiff, JASMINE AMOS on behalf of herself and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

JASMINE AMOS on behalf of herself and all
aggrieved employees,

Plaintiff,

vs.

UNITEDHEALTH GROUP INCORPORATED;
UNITED HEALTHCARE SERVICES, INC.;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 22-CIV-02095

**FIRST AMENDED COMPLAINT FOR
PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *et seq.* (PRIVATE
ATTORNEYS GENERAL ACT OF 2004)**

1 Plaintiff JASMINE AMOS (“Plaintiff” or “AMOS”) hereby submits her complaint
2 (“Complaint”) against Defendants UNITEDHEALTH GROUP INCORPORATED and UNITED
3 HEALTHCARE SERVICES, INC. (“UNITED”) and DOES 1 through 25, inclusive (collectively,
4 “Defendants” or “UNITED”), on behalf of herself and other current and former aggrieved employees of
5 Defendants for penalties as follows:

6 **INTRODUCTION**

7 1. This representative action is brought pursuant to Labor Code § 2698 *et seq.* (the Private
8 Attorneys General Act of 2004 (“PAGA”) for Defendants’ violations of Labor Code §§ 2802 and 2800,
9 *et seq.* This is a PAGA action and not a class action.

10 2. This Complaint challenges Defendants’ systemic illegal employment practices resulting
11 in violations of the stated provisions of the Labor Code against the identified group of employees.

12 3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally
13 acted intentionally and with deliberate indifference and conscious disregard to the rights of all
14 employees in failing to reimburse work-from-home expenses.

15 **JURISDICTION AND VENUE**

16 4. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiff exceed
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

18 5. This Court has jurisdiction over this action pursuant to California Constitution, Article
19 VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by
20 statute to other courts. The statutes under which this action is brought do not specify any other basis for
21 jurisdiction.

22 6. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 2802 and
23 2800, *et seq.*

24 7. This Court has jurisdiction over all Defendants because, upon information and belief,
25 each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of
26 California law so as to render the exercise of jurisdiction over it by the California courts consistent with
27 traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, or the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff JASMINE AMOS was hired by Defendants as a non-exempt employee on or about October 8, 2018. Plaintiff's employment with Defendants was separated in or about November 2021.

10. Plaintiff is informed and believes and thereon alleges that Defendant UNITEDHEALTH GROUP INCORPORATED is a Delaware corporation doing business in the State of California.

11. Plaintiff is informed and believes and thereon alleges that Defendant UNITED HEALTHCARE SERVICES, INC. is a Minnesota corporation licensed to do business and actually doing business in the State of California, including the County of San Mateo.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 25, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

14. As such, and based upon all the facts and circumstances incident to Defendants' business

1 in California, Defendants are subject to PAGA and Labor Code §§ 2802 and 2800, *et seq.*

2 **CAUSE OF ACTION**
3 **VIOLATION OF PAGA**
4 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

5 **15.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 14 as though fully
6 set forth herein.

7 **16.** PAGA expressly establishes that any provision of the California Labor Code which
8 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
9 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
10 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
11 herself, and other current or former employees.

12 **17.** On March 18, 2022, Plaintiff provided written notice to the LWDA and Defendants of
13 the specific provisions of the Labor Code she contends were violated, and the theories supporting her
14 contentions. Plaintiff believes that on or about May 23, 2022, the sixty-five (65) days notice period
15 expired and the LWDA did not take any action to investigate or prosecute this matter. Therefore,
16 Plaintiff has exhausted the statutory time period to bring this action.

17 **18.** Plaintiff and the other non-exempt employees are “aggrieved employees” as defined by
18 California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one
19 or more of the alleged violations was committed against them.

20 **Failure to Reimburse Expenses**

21 **33.** Under California Labor Code section 2802, Defendants must reimburse and indemnify
22 Plaintiff and other aggrieved employees for all necessary expenditures Plaintiff and all other aggrieved
23 employees incurred. At all times relevant herein, Defendants were required to reimburse its employees
24 for any and all necessary expenditures or losses incurred by the employees in direct consequences of the
25 discharge or his or her duties pursuant to the mandate of California Labor Code sections 2800 and 2802.
26 As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved employees all business
27 expenses incurred and owing them for work performed at home within the required time period.

34. Defendants violated Labor Code Section 2800, et seq. by failing to reimburse Plaintiff and aggrieved employees for expenses incurred on behalf of Defendants while performing work from home on behalf of Defendants. Plaintiff and aggrieved employees incurred expenses while working from home, including but not limited to such things as computers to perform work for UNITED, desk, chair, and other items related to the specific workspace, office space/rent, internet, telephone/cell phone charges, utilities such as electricity, gas, and water, and stationery. Defendants failed to reimburse Plaintiff and all aggrieved employees for any of the expenses they incurred while working from home on behalf of Defendants.

Penalties

35. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

36. Penalties under California Labor Code § 2699 for violations of Labor Code section 2802 related to work-from home expenses in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

37. Penalties under Labor Code § 2802 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation and any other penalties available under Labor Code § 2802.

38. Attorneys' fees and costs pursuant to Labor Code §§ and 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf and as representative of other aggrieved current and former employees pursuant to PAGA, prays for judgment as follows:

1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor

Code § 2698 *et seq.* and Labor Code §2802, for Defendant's violations of Labor Code §§, 2802 and 2800, *et seq.* based on expenses incurred while working from home;

2. For attorneys' fees and costs pursuant to Labor Code §§ 2802, 2800 *et seq.* and 2699, *et seq.* and any other applicable statute; and
3. For such other and further relief the court may deem just and proper.

Dated: January 23, 2025

NATHAN & ASSOCIATES, APC

By: /s/ Reuben D. Nathan
Reuben D. Nathan
Attorneys for Plaintiff
JASMINE AMOS