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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)**

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 4/9/2025
By /s/ Haley Correa
Deputy Clerk

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