

02/13/2025

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WADE PASQUALE, individually, and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

WADE PASQUALE, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

OPTUM SERVICES, INC., a Delaware
corporation; OPTUM360 SERVICES, INC., a
Delaware corporation; UNITED HEALTHCARE
SERVICES, INC., a Minnesota corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **25CV003409**

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

DEMAND FOR JURY TRIAL

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1 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
2 and expenses.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly
4 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
5 employees of DEFENDANTS in the State of California at any time within the period
6 beginning four (4) years prior to the filing of this action and ending at the time this action
7 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFF reserves the right to
8 name additional class representatives.

9 DEFENDANTS

10 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
11 OPTUM SERVICES, INC. is, and at all times relevant hereto was, a Delaware corporation.
12 PLAINTIFF is further informed and believes, and thereon alleges, that OPTUM SERVICES, INC.
13 is authorized to conduct business in the State of California, and does conduct business in the State
14 of California. Specifically, Defendant OPTUM SERVICES, INC. maintains offices and facilities
15 in, conducts business in, and engages in illegal payroll practices in the County of Sacramento.

16 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
17 OPTUM360 SERVICES, INC. is, and at all times relevant hereto was, a Delaware corporation.
18 PLAINTIFF is further informed and believes, and thereon alleges, that OPTUM360 SERVICES,
19 INC. is authorized to conduct business in the State of California, and does conduct business in the
20 State of California. Specifically, Defendant OPTUM360 SERVICES, INC. maintains offices and
21 facilities in, conducts business in, and engages in illegal payroll practices in the County of
22 Sacramento.

23 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
24 HEALTHCARE SERVICES, INC. is, and at all times relevant hereto was, a Minnesota
25 corporation. PLAINTIFF is further informed and believes, and thereon alleges, that
26 HEALTHCARE SERVICES, INC. is authorized to conduct business in the State of California,
27 and does conduct business in the State of California. Specifically, Defendant HEALTHCARE
28 SERVICES, INC. maintains offices and facilities in, conducts business in, and engages in illegal

1 payroll practices in the County of Sacramento.

2 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
3 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
4 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
5 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
6 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
7 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
8 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
9 when ascertained.

10 10. At all relevant times herein, DEFENDANTS were the joint employers of
11 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
12 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
13 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
14 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
15 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
16 Defendant, and each was the alter ego of the other.

17 11. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
18 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
19 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
20 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
21 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
22 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
23 failing to properly maintain records; failing to provide accurate itemized statements for each pay
24 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
25 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
26 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

27 12. PLAINTIFF is informed and believes, and thereon allege, that each and every one
28 of the acts and omissions alleged herein were performed by, and/or attributable to, all

1 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
2 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
3 and scope of said agency, employment and/or direction and control.

4 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
5 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
6 provision regulating minimum wages or hours and days of work in any order of the Industrial
7 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

8 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
9 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
10 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
11 Court.

12 **CLASS ACTION ALLEGATIONS**

13 15. This action is appropriately suited for a Class Action because:

14 a. The potential class is a significant number. Joinder of all current and
15 former employees individually would be impractical.

16 b. This action involves common questions of law and fact to the potential
17 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
18 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
19 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
20 business practices arising from such violations.

21 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
22 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
23 IWC wage order, and the Business and Professions Code.

24 d. PLAINTIFF is able to fairly and adequately protect the interests of all
25 members of the class because it is in his best interests to prosecute the claims alleged herein to
26 obtain full compensation due to them for all services rendered and hours worked.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 16. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
12 § 226.7, 512 and IWC Order No. 4-2001, § 11.

13 18. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
15 not provided with a meal period, in accordance with the applicable wage order, one additional
16 hour of compensation at each employee's regular rate of pay for each workday that a meal period
17 was not provided.

18 19. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 4-2001 by failing to compensate PLAINTIFF and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 20. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Rest Periods**

26 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]**

27 **(Against all DEFENDANTS)**

28 21. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
3 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
4 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
5 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

6 23. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
7 Order No. 4-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
8 provided with a rest period, in accordance with the applicable wage order, one additional hour of
9 compensation at each employee's regular rate of pay for each workday that a rest period was not
10 provided.

11 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
13 earned and due, interest, penalties, expenses, and costs of suit.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

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

17 **(Against all DEFENDANTS)**

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

20 26. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-
21 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
22 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
23 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
24 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
25 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
26 on the seventh consecutive day of work in any workweek.

27 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
28 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage

1 Order No. 4-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
2 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
3 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
4 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
5 California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring, permitting
6 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
7 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
8 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
9 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
10 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
11 discovered.

12 28. In violation of California law, DEFENDANTS have knowingly and willfully
13 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
14 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
15 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
16 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
17 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
18 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

19 29. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
20 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California Labor Code
21 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
22 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
23 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
24 fees, expenses, and costs of suit.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

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

4 **(Against all DEFENDANTS)**

5 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 31. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-
8 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
9 worked in a payroll period is unlawful.

10 32. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
11 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
12 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
14 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
15 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
16 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
17 period; and other methods to be discovered.

18 33. DEFENDANTS' conduct described herein violates California Labor Code §§
19 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the aforementioned
20 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
21 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
22 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
23 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
24 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

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

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

4 **(Against all DEFENDANTS)**

5 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 35. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

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

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

19 38. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 39. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 40. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

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

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

5 **(Against all DEFENDANTS)**

6 41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 42. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
9 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
10 writing showing each employee's gross wages earned, total hours worked, the number of piece-
11 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name
12 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the
13 inclusive dates of the period for which the employee is paid, only the last four digits of the
14 employees social security number or an employee identification number other than a social
15 security number, and all applicable hourly rates in effect during each pay period and the
16 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
17 § 226 and IWC Wage Order No. 4-2001, § 7.

18 43. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
19 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
20 statements in accordance with California Labor Code § 226(a).

21 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
23 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
24 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
25 penalties pursuant to California Labor Code § 226(e), and an award of costs, expenses, and
26 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
27 226(e), as well as other available remedies.

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1 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
2 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
3 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
4 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
5 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
6 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
7 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
8 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
9 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
10 under California Business and Professions Code § 17200 *et seq.*

11 51. DEFENDANTS' violations of California wage and hour laws constitute a business
12 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
13 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
14 CLASS MEMBERS.

15 52. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
16 rest periods, and other benefits as required by the California Labor Code, the California Code of
17 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
18 record, report, and pay the correct sums of assessment to the state authorities under the California
19 Labor Code and other applicable regulations.

20 53. As a result of DEFENDANTS' unfair and unlawful business practices,
21 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
22 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
23 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
24 MEMBERS.

25 54. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
26 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
27 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
28 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.

1 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
2 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
3 jurisdiction of this Court.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
6 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
7 and each of them, as follows:

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
10 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 11 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
12 and IWC Wage Order No. 4-2001;
- 13 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 14 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
15 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
16 from engaging in the unlawful business practices complained of herein;
- 17 6. For waiting time penalties pursuant to California Labor Code § 203;
- 18 7. For statutory penalties according to proof;
- 19 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
20 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
21 provision providing for pre-judgment interest;
- 22 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
23 §§ 218.5, 226, 1194, 2802, California Civil Code § 1021.5, and any other applicable provisions
24 providing for attorneys' fees and costs;
- 25 10. For declaratory relief;
- 26 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
27 Seventh, and Eighth Causes of Action as a class action;
- 28 12. For an order appointing PLAINTIFF as class representative and PLAINTIFF's

1 counsel as class counsel; and

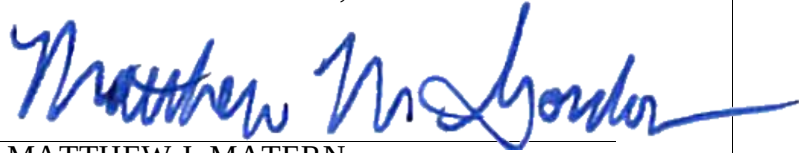
2 13. For such further relief that the Court may deem just and proper.

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4 DATED: February 12, 2025

Respectfully submitted,

5 MATERN LAW GROUP, PC

6
7 By:



MATTHEW J. MATERN

MATTHEW W. GORDON

VANESSA M. RODRIGUEZ

Attorneys for Plaintiff

8 WADE PASQUALE, individually, and on
9 behalf of all others similarly situated
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DATED: February 12, 2025

MATERN LAW GROUP, PC

Matthew W. Gordon

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