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Attorneys for Plaintiff NAJUAH MUDAHY,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

NAJUAH MUDAHY, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

CENTENE MANAGEMENT COMPANY,
LLC; HEALTH NET, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **23STCV02394**

PAGA ACTION

**PLAINTIFF NAJUAH MUDAHY'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff NAJUAH MUDAHY ("Plaintiff"), who alleges and complains
against Defendants CENTENE MANAGEMENT COMPANY, LLC; HEALTH NET, LLC; and
DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay;
2 indemnification for all necessary expenditures or losses incurred by employees in direct
3 consequence of discharging their duties; statutory penalties for failure to timely pay earned wages
4 during employment; statutory penalties for failure to provide accurate wage statements; statutory
5 waiting time penalties in the form of continuation wages for failure to timely pay employees all
6 wages due upon separation of employment. Plaintiff seeks on a representative basis, following
7 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys'
8 fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State
9 of California, and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Los Angeles County, at 21281 Burbank Blvd., Woodland
19 Hills, California 91367.

20 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
21 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
22 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
23 tolled from April 6, 2020, until October 1, 2020.

24 **III. PARTIES**

25 4. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will

1 work for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
5 around November 2016 until on or about July 12, 2022.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant CENTENE
7 MANAGEMENT COMPANY, LLC is authorized to do business within the State of California
8 and is doing business in the State of California and/or that Defendants DOES 1-25 are, and at all
9 times relevant hereto were persons acting on behalf of Defendant CENTENE MANAGEMENT
10 COMPANY, LLC in the establishment of, or ratification of, the aforementioned illegal wage and
11 hour practices or policies. Defendant CENTENE MANAGEMENT COMPANY, LLC operates in
12 Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,
13 including but not limited to, at 21281 Burbank Blvd., Woodland Hills, California 91367.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant HEALTH
15 NET, LLC is authorized to do business within the State of California and is doing business in the
16 State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were
17 persons acting on behalf of Defendant HEALTH NET, LLC in the establishment of, or ratification
18 of, the aforementioned illegal wage and hour practices or policies. Defendant HEALTH NET,
19 LLC operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los
20 Angeles County, including but not limited to, at 21281 Burbank Blvd., Woodland Hills, California
21 91367.

22 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
23 through 50 are corporations, or are other business entities or organizations of a nature unknown to
24 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
25 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
26 working conditions of employment of Plaintiff and aggrieved employees.

27 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

1 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
2 supervisor, independent contractor and/or employee of each defendant who violated or caused to
3 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
4 the Industrial Welfare Commission's wage orders regulating hours and days of work.

5 9. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
6 sues said defendants by said fictitious names, and will amend this complaint when the true names
7 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
8 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
9 named defendants is in some manner responsible for the events and allegations set forth in this
10 complaint.

11 10. Plaintiff makes the allegations in this complaint without any admission that, as to
12 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
13 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

14 **FIRST CAUSE OF ACTION**

15 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

16 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

17 **(Against all Defendants by Plaintiff)**

18 11. Plaintiff incorporates all paragraphs above as though fully set forth herein.

19 12. During the period beginning one (1) year preceding Plaintiff sending the initial
20 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
21 202, 203, 204, 226, 510, 1194, 1197, 2802, and Sections 14 and 15 of the applicable Wage Orders.

22 13. Specifically, Defendants have committed the following violations of California
23 Labor Code:

24 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the
28 employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services which inure to the benefit of the employer.

2 15. Labor Code sections 1194 and 1197 require an employer to compensate employees
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
4 Wage Orders.

5 16. In this case, Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
7 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
8 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
9 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
10 not limited to:

11 (a) Plaintiff and other current and former aggrieved California-based hourly non-
12 exempt employees who worked remotely were not paid for the time spent setting up their remote
13 workstations with computer equipment and accessories supplied by Defendants;

14 (b) Plaintiff and other current and former aggrieved California-based hourly non-
15 exempt employees who worked remotely were not paid for the time spent booting up computers
16 and remotely logging into Defendants’ computer systems prior to being able to clock-in for the
17 start of their shifts, including but not limited to the following:

- 18 i. Turn on or wake up the computer provided by Defendants;
- 19 ii. Wait for the computer to complete the loading of its operating system;
- 20 iii. Wait for the computer to apply update, if necessary;
- 21 iv. Request a unique “VPN” log-in authentication code with personal cell
22 phone;
- 23 v. Wait to receive VPN authentication code on personal cell phone;
- 24 vi. Once VPN authentication code is received, key it into VPN computer
25 system;
- 26 vii. Accept log in and authentication on personal cell phone;
- 27 viii. Wait for VPN system to load;
- 28 ix. Navigate to Health Net website in the VPN system;

x. Once on the Health Net website in the VPN system, log into website using credentials; and

xi. Clock in for the start of shift from the Health Net website in the VPN system.

(c) Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who worked remotely were not paid for the time spent remotely logging off Defendants' computer systems after clocking out for the end of their shift, including but not limited to the following:

i. Inside the VPN system, access the Health Net website in the VPN system, log into website using credentials;

ii. Clock out for the end of shift;

iii. Logout of Health Net Website;

iv. Close Health Net website;

v. Log off and exit VPN system; and

vi. Log out and shut down and put Defendants' computer to sleep.

17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable Wage Order.

18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.'

19. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
2 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

3 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
4 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
5 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
6 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
7 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
8 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
9 seventh day of a workweek shall be compensated at the rate of no less than twice the
10 regular rate of pay of an employee.

11 Labor Code section 510.

12 20. In this case, Defendants failed to pay Plaintiff and other current and former
13 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
14 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

15 (a) Plaintiff and other current and former aggrieved California-based hourly non-
16 exempt employees who worked remotely were not paid for the time spent setting up their remote
17 workstations with computer equipment and accessories supplied by Defendants;

18 (b) Plaintiff and other current and former aggrieved California-based hourly non-
19 exempt employees who worked remotely were not paid for the time spent booting up computers
20 and remotely logging into Defendants' computer systems prior to being able to clock-in for the
21 start of their shifts, including but not limited to the following:

- 22 i. Turn on or wake up the computer provided by Defendants;
- 23 ii. Wait for the computer to complete the loading of its operating system;
- 24 iii. Wait for the computer to apply update, if necessary;
- 25 iv. Request a unique "VPN" log-in authentication code with personal cell
26 phone;
- 27 v. Wait to receive VPN authentication code on personal cell phone;
- 28 vi. Once VPN authentication code is received, key it into VPN computer
system;
- vii. Accept log in and authentication on personal cell phone;
- viii. Wait for VPN system to load;

- ix. Navigate to Health Net website in the VPN system;
- x. Once on the Health Net website in the VPN system, log into website using credentials; and
- xi. Clock in for the start of shift from the Health Net website in the VPN system.

(c) Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who worked remotely were not paid for the time spent remotely logging off Defendants' computer systems after clocking out for the end of their shift, including but not limited to the following:

- i. Inside the VPN system, access the Health Net website in the VPN system, log into website using credentials;
- ii. Clock out for the end of shift;
- iii. Logout of Health Net Website;
- iv. Close Health Net website;
- v. Log off and exit VPN system; and
- vi. Log out and shut down and put Defendants' computer to sleep.

21. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

22. In this case, Plaintiff alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration in the regular rate of pay when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as, for example, "attendance bonus" when calculating Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regular rate of pay for the purpose of paying overtime.

1 23. The foregoing policies, practices, and/or procedures resulted in time during each
2 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees were under the control of Defendants but were not compensated. To the extent that the
4 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
5 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
6 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
7 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
8 sections 510 and 1194 and the applicable Wage Order.

9 24. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
10 **Employment:** California law requires that every employer must indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
12 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
13 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
14 2802.)

15 25. Defendants have violated Labor Code Section 2802 by failing to indemnify
16 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
17 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
18 employed policies, practices, and/or procedures included, but were not limited to, requiring
19 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
20 who work remotely to use or purchase their own tools and/or resources in order to work for
21 Defendants, including but not limited to home internet service and/or cell phone (including both
22 telephone use and cellular data use) for work-related purposes - without reimbursing Plaintiff and
23 similarly situated employees for such use.

24 26. Moreover, Defendants employed policies and procedures which ensured Plaintiff
25 and aggrieved employees would not receive indemnification for their employment related
26 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
27 indemnification in compliance with California law.

28 27. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their

1 employment related expenses, including but not limited to costs related to use of their personal
2 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

3 **28. Failure to timely pay earned wages during employment:** In California, wages
4 must be paid at least twice during each calendar month on days designated in advance by the
5 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
6 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
7 16th and the 26th day of that month and wages earned between the 16th and the last day,
8 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
9 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
10 paid within seven (7) calendar days following the close of the payroll period in which wages were
11 earned. Labor Code section 204(d).

12 **29.** As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
13 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
14 exempt employees' earned wages (including minimum wages and/or overtime wages), in violation
15 of Labor Code section 204. Defendants' aforementioned policies, practices, and/or procedures
16 resulted in their failure to pay Plaintiff's and other current and former aggrieved California-based
17 hourly non-exempt employees' their earned wages within the applicable time frames outlined in
18 Labor Code section 204.

19 **30. Failure to provide complete and accurate wage statements:** Labor Code section
20 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
21 employee his or her wages, the employer must "furnish each of his or her employees ... an
22 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee, except for any employee whose compensation is solely based on a salary and who is
24 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
25 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
26 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
27 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
28 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the

1 name of the employee and his or her social security number, (8) the name and address of the legal
2 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.”

4 31. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees all wages
6 earned (including minimum wages and/or overtime wages) rendered Plaintiff’s and other current
7 and former aggrieved California-based hourly non-exempt employees’ wage statements
8 inaccurate, in violation of Labor Code section 226.

9 32. **Failure to pay employees all wages due at time of termination/resignation:** An
10 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
11 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
12 hours of resignation (Labor Code section 202).

13 33. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
14 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
15 all their earned wages (including minimum wages and/or overtime wages), Defendants failed to
16 pay those employees timely after each employee’s termination and/or resignation, in violation of
17 Labor Code sections 201, 202, and 203.

18 34. Defendants’ violations of Wage Order 4 constituted violations of Labor Code
19 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

20 35. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
21 employee, on behalf of himself or herself and other current or former employees, to bring a civil
22 action to recover civil penalties against all Defendants pursuant to the procedures specified in
23 Labor Code section 2699.3.

24 36. Plaintiff has complied with the procedures for bringing suit specified in Labor
25 Code section 2699.3. On November 29, 2022, Plaintiff filed a PAGA Claim Notice with the
26 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
27 provisions of the Labor Code alleged to have been violated, including the facts and theories to
28 support the violations alleged.

37. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

38. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 510, 1194, 1197, 2802, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 1194, and 2802; one 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 [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

39. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

1 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
2 under California Labor Code section 2699(g); and

3 4. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate

5
6 Dated: February 3, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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9 Joseph Lavi, Esq.
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15 aggrieved employees
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