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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

07/24/2026
Clerk of the Court
BY: BENJAMIN YUST
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 FOR THE COUNTY OF SAN FRANCISCO

9 UNLIMITED JURISDICTION

10 JENNIFER MERRELL, on behalf of herself
and all other aggrieved employees, and the
11 general public,

12 *Plaintiff,*

13 v.

14 UNITED HEALTHCARE SERVICES, INC.,
a Minnesota Stock Corporation; and DOES 1
15 through 50, inclusive,

16 *Defendants.*

Case No.

REPRESENTATIVE ACTION

COMPLAINT

CGC-26-639172

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff JENNIFER MERRELL (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants UNITED
5 HEALTHCARE SERVICES, INC., a Minnesota Stock Corporation; and DOES 1 through 50,
6 inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As
7 set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to reimburse them for all necessary business expenses;
- 18 (9) failed to provide them with accurate written wage statements; and
- 19 (10) failed to pay them all of their final wages following separation of employment.

20 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
21 restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all
22 other aggrieved employees, and the State of California.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
25 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
26 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

27 3. Venue is proper in SAN FRANCISCO COUNTY pursuant to Code of Civil
28 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business, and/or has an agent therein.

3 **PARTIES**

4 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
5 residing in the State of California.

6 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant UNITED
7 HEALTHCARE SERVICES, INC. is, and at all relevant times mentioned herein, a Minnesota
8 Stock Corporation doing business in the State of California.

9 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
10 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
11 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
12 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
13 fictitiously named defendants are responsible in some manner for the occurrences, acts and
14 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
15 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
16 capacities of the DOE defendants when ascertained.

17 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
18 mentioned herein, some or all of the defendants were the representatives, agents, employees,
19 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
20 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
21 and scope of such relationship and with the full knowledge, consent, and ratification by such other
22 defendants.

23 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
25 approximately December 2021 through February 6, 2026.

26 **Off-the-Clock Work**

27 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
28 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-

1 the-clock work.

2 10. Plaintiff and the aggrieved employees regularly started work before their scheduled
3 work hours and were not paid for this time. Plaintiff and the aggrieved employees were required to
4 respond to all emails and keep in communications at all times even if they were off the clock. Due
5 to this Plaintiff would often need to check and respond to emails prior to her shift as required by her
6 supervisors and managers.

7 11. As a result of performing off-the-clock work that was directed, permitted, or
8 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
9 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
10 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
11 of the time spent working off-the-clock.

12 12. Defendants knew or should have known that Plaintiff and the aggrieved employees
13 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and
14 the aggrieved employees for these hours.

15 13. Defendants were aware of this practice and directed, permitted, or otherwise
16 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

17 14. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
18 employees were not paid for all hours worked.

19 **Missed Meal Periods**

20 15. Plaintiffs and the aggrieved employees were not provided with meal periods of at
21 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
22 scheduling each meal period as part of each work shift; and (2) imposing so much work on each
23 employee such that it made it unlikely that an employee would be able to take their breaks if they
24 wanted to finish their work on time.

25 16. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
26 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
27 (5) hours worked due to complying with Defendants' productivity requirements that required
28 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their

1 assignments on time.

2 **Missed Rest Periods**

3 17. Plaintiffs and the aggrieved employees were not provided with rest periods of at
4 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
5 Defendants' policy of not scheduling each rest period as part of each work shift; and (2) imposing
6 so much work on each employee such that it made it unlikely that an employee would be able to
7 take their breaks if they wanted to finish their work on time.

8 18. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
9 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
10 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
11 and the aggrieved employees to work through their rest periods in order to complete their
12 assignments on time.

13 **Expense Reimbursement**

14 19. Plaintiffs and the aggrieved employees were required to utilize their own personal
15 equipment to perform their job duties.

16 20. Plaintiffs and the aggrieved employees were not reimbursed for business expenses
17 incurred in using their Wi-Fi or all necessary home office expenses.

18 21. Defendants failed to reimburse Plaintiffs and the aggrieved employees for such
19 necessary business expenses incurred by them.

20 **Wage Statements**

21 22. Plaintiff and the aggrieved employees were not provided with accurate wage
22 statements as mandated by law pursuant to Labor Code § 226.

23 23. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
24 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
25 clock" work were not included.

26 24. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
27 worked by the employee" were not accurately reflected in that all hours worked, including overtime
28 and "off-the-clock" work were not included.

25. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

26. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

27. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

29. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

30. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

31. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

32. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and

2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for

each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

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