

CALIFORNIA COURT OF APPEAL, FOURTH APPELLATE DISTRICT,
DIVISION ONE

Hirdman v. Charter Communications, LLC

Hirdman · No. D084304 · Decided August 4, 2025

SUMMARY

The California Court of Appeal affirmed summary adjudication and judgment for Charter Communications in a Private Attorneys General Act action concerning the calculation of paid sick leave for an outside salesperson. The court held that Labor Code section 246, subdivision (l)(3), applies to employees exempt from overtime requirements, including outside salespersons, and that Charter properly calculated the plaintiff’s sick leave at the same rate used for other paid leave.

CASE DETAILS

COURT	California Court of Appeal, Fourth Appellate District, Division One
WRITING FOR THE COURT	Buchanan, J.; O'Rourke, Acting P. J.; Rubin, J.
JURISDICTION	California Court of Appeal, Fourth Appellate District, Division One
DECIDED	August 4, 2025
DOCKET	D084304
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from a judgment entered after the trial court granted Charter's motion for summary adjudication on Hirdman's PAGA claim alleging that Charter calculated paid sick leave at the wrong rate.
STANDARD OF REVIEW	De novo review applies to an order granting summary adjudication and to the purely legal issue of statutory interpretation.
PRECEDENTIAL VALUE	Published and certified for publication; precedential California Court of Appeal opinion.
PARTIES	Bradley Hirdman v. Charter Communications, LLC

TOPICS

- wage and hour
- statutory interpretation
- summary judgment
- appellate procedure
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the phrase "exempt employees" in Labor Code section 246, subdivision (l)(3) includes employees exempt from overtime requirements as outside salespersons.
2. Whether Charter properly calculated Hirdman's paid sick leave under section 246, subdivision (l)(3).
3. Whether the trial court properly granted summary adjudication and entered judgment for Charter.

HOLDINGS

1. The phrase "exempt employees" in section 246, subdivision (l)(3) includes employees who are exempt from overtime wages under the outside-salesperson exemption, not only employees exempt under the administrative, executive, or professional exemptions.
2. Charter properly calculated Hirdman's paid sick leave under section 246, subdivision (l)(3), by using the same method it used to calculate wages for other forms of paid leave.
3. Summary adjudication in favor of Charter was proper because the material facts were undisputed and Charter was entitled to judgment as a matter of law under the correct interpretation of section 246, subdivision (l)(3).

KEY QUOTATIONS

"In sum, we conclude that the trial court correctly determined that section 246, subdivision (l)(3) applies to outside salespersons like Hirdman and thus did not err in granting summary adjudication in favor of Charter." (14)

"The judgment is affirmed. Charter is entitled to its costs on appeal." (15)

FACTUAL BACKGROUND

Charter employed Hirdman as a sales representative and classified him as exempt from overtime requirements under California's outside-salesperson exemption. Charter calculated Hirdman's paid sick leave at his hourly base rate, excluding commissions, using the same method it used for other forms of paid leave under Labor Code section 246, subdivision (l)(3). The parties stipulated that the material facts were undisputed, and Hirdman contended that outside salespersons should instead be treated as nonexempt employees for purposes of the sick-leave calculation methods in section 246, subdivisions (l)(1) and (l)(2).

PROCEDURAL HISTORY

Hirdman filed a PAGA action in October 2019 alleging Labor Code violations, including failure to pay sick leave at the correct rate. After amendment of the complaint, the parties filed cross-motions for summary adjudication concerning the sick-leave calculation issue. The trial court granted Charter's motion, denied Hirdman's motion, and entered judgment for Charter in February 2024. The Court of Appeal reviewed the statutory interpretation issue de novo and affirmed.

DISPOSITION

affirmed

CASES CITED

- Smith v. Wells Fargo Bank, N.A., 135 Cal. App. 4th 1463, 1471 (2005)
- Davis v. Southern California Edison Co., 236 Cal. App. 4th 619, 631-632 n.11 (2015)
- City of Glendale v. Marcus Cable Associates, LLC, 231 Cal. App. 4th 1359, 1376 (2014)
- Cummins, Inc. v. Superior Court, 36 Cal. 4th 478, 487 (2005)
- Kim v. Reins International California, Inc., 9 Cal. 5th 73, 83 (2020)
- Harris v. Superior Court, 53 Cal. 4th 170, 175 (2011)
- Alvarez v. May Department Stores Co., 143 Cal. App. 4th 1223, 1228 (2006)
- McPherson v. EF Intercultural Foundation, Inc., 47 Cal. App. 5th 243, 267 (2020)
- Ruiz v. Podolsky, 50 Cal. 4th 838, 850 n.3 (2010)
- Brown v. Superior Court, 63 Cal. 4th 335, 351 (2016)
- Texas Commerce Bank v. Garamendi, 11 Cal. App. 4th 460, 475 (1992)
- In re N.R., 15 Cal. 5th 520, 553 (2023)
- G.F. Galaxy Corp. v. Johnson, 100 Cal. App. 5th 542, 551 (2024)
- In re Jennings, 34 Cal. 4th 254, 273 (2004)
- Kleffman v. Vonage Holdings Corp., 49 Cal. 4th 334, 343 (2010)
- Cavey v. Tualla, 69 Cal. App. 5th 310, 336 (2021)
- Kobzoff v. Los Angeles County Harbor/UCLA Medical Center, 19 Cal. 4th 851, 861 (1998)
- Committee of Seven Thousand v. Superior Court, 45 Cal. 3d 491, 508 (1988)
- Martinez v. Regents of University of California, 50 Cal. 4th 1277, 1293 (2010)
- People v. Boyd, 24 Cal. 3d 285, 295 (1979)
- Brinker Restaurant Corp. v. Superior Court, 53 Cal. 4th 1004, 1029 & n.11 (2012)
- Morillion v. Royal Packing Co., 22 Cal. 4th 575, 580-581, 584 (2000)
- Seymore v. Metson Marine, Inc., 194 Cal. App. 4th 361, 369 (2011)
- Wolski v. Fremont Investment & Loan, 127 Cal. App. 4th 347, 357 (2005)
- State of California ex rel. Nee v. Unumprovident Corp., 140 Cal. App. 4th 442, 451 (2006)
- Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 794, 800 (1999)