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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/26/2024 8:27 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Mercer, Deputy Clerk

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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 SHERRY RUMPH, on behalf of the State
of California, as a private attorney general,

13
14 Plaintiff,

15 vs.

16 SEDGWICK CLAIMS
MANAGEMENT SERVICES, INC., a
17 Corporation; and DOES 1 through 50,
inclusive,

18
19 Defendants.

Case No. 24LECV01324

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

1 Plaintiff Sherry Rumph (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Sedgwick Claims Management Services,
8 Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
10 does **not seek to recover anything other than penalties as permitted by California Labor**
11 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 on behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and
16 sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
24 including herself and other aggrieved employees. Nothing in this complaint should be
25 construed as PLAINTIFF suing in her individual capacity.

26 **THE PARTIES**

27 5. Sedgwick Claims Management Services, Inc. (“DEFENDANT”) is a corporation
28

1 that conducts regular and substantial business in the State of California. DEFENDANT
2 provides case management services. The Company offers medical and vocational case
3 management, consultancy, and other services.

4 6. To successfully compete against the other comprehensive medical management
5 service providers, DEFENDANT substantially reduced its labor costs by placing the labor
6 burden on a smaller number of employees that DEFENDANT classified as exempt from
7 overtime wages. The goal of overtime laws includes expanding employment throughout the
8 workforce by putting financial pressure on the employer and nurturing a stout job market, as
9 well as the important public policy goal of protecting employees in a relatively weak bargaining
10 position against the unfair scheme of uncompensated overtime work. An employer's obligation
11 to pay its employees wages is more than a matter of private concern between the parties. That
12 obligation is founded on a compelling public policy judgment that employees are entitled to
13 work a livable number of hours at a livable wage. In addition, statutes and regulations that
14 compel employers to pay overtime relate to fundamental issues of social welfare worthy of
15 protection. The requirement to pay overtime wages extends beyond the benefits individual
16 workers receive because overtime wages discourage employers from concentrating work in a
17 few overburdened hands and encourage employers to instead hire additional employees.
18 Especially in today's economic climate, the importance of spreading available work to reduce
19 unemployment cannot be overestimated.

20 7. As part of their business, DEFENDANT employs a fleet of Case Managers. The
21 employees employed in positions at DEFENDANT with the titles of "Field Nurse Case
22 Manager," "Telephonic Nurse Case Manager," "Medical Case Manager," and "Utilization Case
23 Manager" all perform the same primary job duty which is to perform day-to-day routine clerical
24 work in the management of medical conditions of injured workers and/or chronically ill patients
25 and are collectively referred to herein as the "Case Managers" or "CM."

26 8. PLAINTIFF was employed by DEFENDANT in California as a Case Manager
27 from October of 2022 to June 30, 2023 and was classified as a salaried employee exempt from
28 overtime pay and the legally required meal and rest breaks.

1 9. As part of their business, DEFENDANT employs a fleet of “Case Managers.”
2 PLAINTIFF, as a CM, was engaged in the core, day-to-day business activities of
3 DEFENDANT. The CMs engaged in the finite set of non-exempt clerical tasks of reviewing
4 client’s pre-injury and/or pre-illness position, making appointments with client’s physician or
5 therapist, listening to and reviewing the physician’s or therapist’s diagnosis, obtaining
6 prescriptions, communicating both in-person and by telephone with employers, medical
7 providers, attorneys, insurance carriers and claims adjusters, applying all special instructions
8 required by individual insurance carriers and referral sources, following all pre-established and
9 required case management plans, preparing reports and other required paperwork to document
10 all casework activities, meeting weekly billing requirements, operating office machines,
11 accessing filing cabinets, and attending staff meetings, workshops and/or training programs all
12 in strict compliance with established specific procedures and protocols which governed and
13 controlled every aspect of the work performed by PLAINTIFF and other Case Managers. These
14 standardized procedures mirror the realities of the workplace evidencing a uniformity of the
15 highly skilled clerical work performed by PLAINTIFF and other Case Managers and negate any
16 exercise of independent judgment and discretion as to any matter of significance and negate any
17 role in the participation of formulating DEFENDANT’s business policies.

18 10. PLAINTIFF and other Case Managers job duties included monitoring a recovery
19 plan controlled by a physician and a claims adjuster and did not have the power to alter that
20 course of treatment. Any advice PLAINTIFF and other Case Managers provided was on an
21 individual level, far from questions affecting management or general operations of the business.
22 Rather, PLAINTIFF and other Case Managers used their RN training to coordinate care, act as
23 intermediary between patients, adjustors, and doctors and operated in a framework in which
24 these employees do not exercise ultimate decision-making power.

25 11. To perform their finite set of tasks, the CMs did not engage in a supervisory role
26 given the constraints placed upon them by company policy. CMs did not determine what work
27 was to be done by other employees or in what time frame. Furthermore, the CMs also did not
28 have a distinct role in training other employees or determining what training they were to

1 receive. Lastly, PLAINTIFF and other CMs did not have the authority to hire, fire, or promote
2 employees, determine their pay rates or benefits, or give raises as they are unable to make
3 employment-related, personnel decisions. Consequently, PLAINTIFF and the other CMs did
4 not have the authority to decide whether or not an employee should be disciplined for an
5 infraction. Disciplinary decisions were made by the human resources department or dictated
6 by company policies. Overall, PLAINTIFF's and other CMs recommendations were given
7 little, if any, weight on all the above issues. As a result, PLAINTIFF and the other CMs were
8 engaged in a type of work that requires no exercise of independent judgment or discretion as
9 to any matter of significance.

10 12. PLAINTIFF, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, brings this Representative Action on behalf of the State of California with respect to herself
13 and all individuals who are or previously were employed by DEFENDANT in California in the
14 positions of Field Nurse Case Manager and/or Telephonic Nurse Case Manager, and/or Medical
15 Case Manager, and/or Utilization Case Manager ("AGGRIEVED EMPLOYEES") during the
16 time period of February 20, 2023 until a date as determined by the Court (the "PAGA
17 PERIOD").

18 13 PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
19 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
20 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
21 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,
22 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
23 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
24 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
25 the meaning of Labor Code § 2699, *et seq.*

26 14. The work schedule for PLAINTIFF and other AGGRIEVED EMPLOYEES was
27 set by DEFENDANT. PLAINTIFF and other AGGRIEVED EMPLOYEES worked from time
28 to time in excess of eight (8) hours in a workday and/or more than forty (40) hours in any given

1 workweek.

2 15. PLAINTIFF and the other AGGRIEVED EMPLOYEES were not provided with
3 overtime compensation and other benefits required by law as a result of being classified as
4 "exempt" by DEFENDANT.

5 16. As a matter of company policy, practice, and procedure, DEFENDANT has
6 unlawfully, unfairly and/or deceptively classified every CM as exempt from overtime pay and
7 other related benefits, fails to pay the required overtime compensation and otherwise failed to
8 comply with all applicable labor laws with respect to these CMs.

9 17. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of Defendants DOES 1 through 50, inclusive, are presently
11 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
12 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
13 the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.
14 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
15 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
16 responsible in some manner for one or more of the events and happenings that proximately
17 caused the injuries and damages hereinafter alleged.

18 18. The agents, servants and/or employees of the Defendants and each of them acting
19 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
20 agent, servant and/or employee of the Defendants, and personally participated in the conduct
21 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
22 Consequently, the acts of each Defendants are legally attributable to the other Defendants and
23 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
24 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
25 agents, servants and/or employees.

26
27 **THE CONDUCT**

28 19. The finite set of tasks required of the CMs as defined by DEFENDANT were

1 executed by the CMs through the performance of non-exempt labor within a defined manual
2 skill set.

3 20. Although PLAINTIFF and the other CMs spent the vast majority of their time
4 performing these non-exempt tasks, DEFENDANT instituted a blanket classification policy,
5 practice and procedure by which all of these CMs were classified as exempt from overtime
6 compensation. By reason of this exemption practice, policy and procedure applicable to
7 PLAINTIFF and the other CMs who performed these non-exempt tasks, DEFENDANT
8 engaged in a uniform company-wide policy, practice and procedure which fails to properly
9 classify PLAINTIFF and the other CMs and thereby fails to pay them overtime wages for
10 documented overtime worked. The proper classification of these employees is DEFENDANT's
11 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
12 burden, DEFENDANT failed to pay all required overtime compensation for work performed
13 by the AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
14 promulgated thereunder as herein alleged. Further, DEFENDANT underpaid sick pay wages
15 to PLAINTIFF and other AGGRIEVED EMPLOYEES by failing to pay such wages at the
16 regular rate of pay. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES regularly
17 earn non-discretionary remuneration, including but not limited to, incentives, shift differential
18 pay, and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid
19 sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay. In
20 addition, DEFENDANT failed to provide the legally required off-duty meal and rest breaks to
21 PLAINTIFF and the other AGGRIEVED EMPLOYEES as required by the applicable Wage
22 Order and Labor Code. DEFENDANT does not have a policy or practice which provides meal
23 and rest breaks to PLAINTIFF and the other AGGRIEVED EMPLOYEES. As a result,
24 DEFENDANT's failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with
25 legally required meal and rest breaks is evidenced by DEFENDANT's business records which
26 contains no record of these breaks.

27 21. DEFENDANT, as a matter of law, has the burden of proving that (a) employees
28 are properly classified as exempt and that (b) DEFENDANT otherwise complies with applicable

1 laws.

2 22. During their employment with DEFENDANT, PLAINTIFF and the other
3 AGGRIEVED EMPLOYEES, performed non-managerial, non-exempt tasks, but were
4 nevertheless classified by DEFENDANT as exempt from overtime pay and worked more than
5 eight (8) hours in a workday and/or more than forty (40) hours in a workweek.

6 23. A crucial requirement to be properly classified as exempt under both the
7 California Professional and Administrative exemptions is the ability to exercise independent
8 discretion and judgment as to matters of significance. PLAINTIFF and the other Case
9 Managers were assigned cases involving injured workers and chronically ill patients and were
10 micro-managed in every aspect of managing their assigned cases. These employees did not
11 exercise discretion in the sense of making important decisions of significance to the employer's
12 business even though they exercised some measure of discretion and judgment as to the manner
13 in which they performed their tasks. PLAINTIFF and other Case Managers performed routine
14 clerical tasks and followed set guidelines that were mandated and authorized by DEFENDANT.

15 24. Given the circumstances of the job functions performed by PLAINTIFF and the
16 others similarly situated, PLAINTIFF and the others similarly situated were hired as registered
17 nurses for Case Manager positions since their nursing experience is useful for reviewing
18 medical data, but they did not provide "traditional" direct medical services to injured workers
19 or chronically ill patients, render an opinion or make any medical diagnosis (which is prohibited
20 by state law). PLAINTIFF and others similarly situated did not primarily perform office or
21 non-manual staff functions directly related to policymaking and/or the general operation of the
22 DEFENDANT. The work of PLAINTIFF and the others similarly situated did not require the
23 use of "traditional" nursing skills, training, experience and/or knowledge. Instead, PLAINTIFF
24 and the others similarly situated all served as Case Managers whose primary job duty was and
25 is to perform day-to-day routine clerical work in the management of medical conditions of
26 injured workers and/or chronically ill patients. Courts and State Labor Boards have held that
27 registered nurses, like PLAINTIFF and the others similarly situated, who were not expected to
28 utilize "traditional" nursing skills and instead rely on company manuals to perform

1 administrative services, or who do not need a nursing degree or license to qualify for
2 employment, do not exercise discretion and independent judgment as to matters of significance,
3 and therefore, are non-exempt employees entitled to overtime compensation.

4 25. PLAINTIFF and the other Case Managers employed by DEFENDANT were also
5 not engaged in work of a type that was or now is performed at the level of the policy or
6 management of the DEFENDANT. PLAINTIFF and the other Case Managers employed by
7 DEFENDANT were also not engaged in work requiring knowledge of an advanced type in a
8 field or science or learning customarily acquired by a prolonged course of specialized
9 intellectual instruction and study, but rather their work involved the performance of routine
10 mental, clerical, and/or technical processes. California law provides two alternative avenues
11 to Professional exempt status that PLAINTIFF and other Case Managers fail to meet. To be
12 exempt from overtime pay and minimum wage requirements under the California exemption
13 for “professional” employees, the employees must either be licensed by the State of California
14 and “primarily engaged” in an enumerated profession, or “primarily engaged in an occupation
15 commonly recognized as a learned or artistic profession.” 8 California Code of Regulations §
16 11010 *et seq.* PLAINTIFF and other Case Managers were not required to be certified by the
17 State of California to perform the finite set of tasks engaged in by Case Managers and/or did
18 not primarily engage in the recognized profession of law, medicine, dentistry, optometry,
19 architecture, engineering, teaching, or accounting. The federal regulations after which the
20 California learned professional exemption was explicitly patterned condition the learned
21 professions exemption upon completion of an advanced course of education. Case Managers
22 do not qualify as exempt learned professionals because an “advanced specialized academic
23 degree” is not a standard prerequisite for entry into the field. To perform the finite set of tasks
24 required of a Case Manager, PLAINTIFF and other AGGRIEVED EMPLOYEES were not
25 required to hold an advanced degree customarily acquired by a prolonged course of specialized
26 intellectual instruction and study, as distinguished from a general four-year baccalaureate
27 degree. Moreover, it is not sufficient that an employee have an advanced degree, but rather the
28 position the employee occupies and the work performed must actually require such a degree.

1 California Industrial Wage Order 4-2001(1)(A)(3)(b)(1). The position of a Case Manager does
2 not actually require an advanced degree. PLAINTIFF and the other Case Managers employed
3 by DEFENDANT were also not engaged in work that is intellectual and varied in character, but
4 rather is routine mental and clerical work that is of such character that the output produced or
5 the result accomplished can be standardized in relation to a given period of time. The work of
6 a Case Manager of DEFENDANT is work wherein PLAINTIFF and the AGGRIEVED
7 EMPLOYEES are engaged in the day-to-day business of DEFENDANT.

8 26. CMs were classified as exempt from California overtime and related laws by
9 DEFENDANT, however, these employees did not have managerial duties or authority. CMs
10 in performing these ongoing day-to-day, non-exempt and non-managerial tasks had no role in
11 supervising employees and had no authority to make employment-related decisions relating to
12 DEFENDANT's employees. Furthermore, the CMs were tightly controlled by company policy
13 and by their supervisors, did not exercise discretion or independent judgment as to matters of
14 significance, and their tasks were not directly related to DEFENDANT's management policies
15 or general business operations.

16 27. PLAINTIFF and all AGGRIEVED EMPLOYEES were uniformly classified and
17 treated by DEFENDANT as exempt at the time of hire and thereafter, DEFENDANT failed to
18 take the proper steps to determine whether PLAINTIFF, and the AGGRIEVED EMPLOYEES,
19 were properly classified under the applicable Industrial Welfare Commission Wage Order
20 (Wage Order 4-2001) and Cal. Lab. Code §§ 510, *et seq.* as exempt from applicable California
21 labor laws. Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and the
22 AGGRIEVED EMPLOYEES in compliance with California labor laws, DEFENDANT's
23 practices violated and continue to violate California law. In addition, DEFENDANT acted
24 deceptively by falsely and fraudulently telling PLAINTIFF and each AGGRIEVED
25 EMPLOYEE that they are exempt from overtime pay when DEFENDANT knew or should have
26 known that this statement is false and not based on known facts. DEFENDANT also acted
27 unfairly by violating the California labor laws. In doing so, DEFENDANT cheated the
28 competition by paying the AGGRIEVED EMPLOYEES less than the amount competitors paid

1 who complied with the law and cheated the AGGRIEVED EMPLOYEES by not paying them
2 in accordance with California law.

3 28. DEFENDANT as a matter of corporate policy, practice and procedure,
4 intentionally and knowingly failed to reimburse and indemnify PLAINTIFF and the other
5 AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFF and
6 other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf
7 of DEFENDANT. Under California Labor Code Section 2802, employers are required to
8 indemnify employees for all expenses incurred in the course and scope of their employment.
9 Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee
10 for all necessary expenditures or losses incurred by the employee in direct consequence of the
11 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
12 though unlawful, unless the employee, at the time of obeying the directions, believed them to
13 be unlawful."

14 29. In the course of their employment PLAINTIFF and other AGGRIEVED
15 EMPLOYEES as business expenses, were required by DEFENDANT to use their own personal
16 homes offices to work remotely for DEFENDANT as a result of and in furtherance of their job
17 duties as employees for DEFENDANT but were not reimbursed or indemnified by
18 DEFENDANT for the cost associated with the use of their personal home offices for
19 DEFENDANT's benefit. As a result, in the course of their employment with DEFENDANT,
20 PLAINTIFF and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses.

21 30. When PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime,
22 DEFENDANT also failed to provide PLAINTIFF and the other AGGRIEVED EMPLOYEES
23 with a wage statement in writing that accurately sets forth gross wages earned, all applicable
24 hourly rates in effect during the pay period and the corresponding amount of time worked at
25 each hourly rate by the PLAINTIFF and the other AGGRIEVED EMPLOYEES. This conduct
26 violated California Labor Code § 226. The pay stub also did not accurately display anywhere
27 PLAINTIFF's and the other AGGRIEVED EMPLOYEES' overtime work and applicable rates
28 of overtime pay for the pay period.

31. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication 12/19/18).

JURISDICTION AND VENUE

32. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

33. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395.5 and 393, because DEFENDANT operates in locations across California, employs AGGRIEVED EMPLOYEES across California, including in this County, and committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFF and Against All Defendants)

34. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

35. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to

1 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
2 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
3 subject to arbitration.

4 36. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, brings this Representative Action on behalf of the State of California with respect to herself
7 and all individuals who are or previously were employed by DEFENDANT in California in the
8 positions of Field Nurse Case Manager and/or Telephonic Nurse Case Manager, and/or Medical
9 Case Manager, and/or Utilization Case Manager ("AGGRIEVED EMPLOYEES") during the
10 time period of February 20, 2023 until a date as determined by the Court (the "PAGA
11 PERIOD").

12 37. On February 20, 2024, PLAINTIFF gave written notice by electronic mail to the
13 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
14 employer of the specific provisions of this code alleged to have been violated as required by
15 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein
16 (*PAGA Notice only without draft complaint*). The statutory waiting period for PLAINTIFF to
17 add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,
18 PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section
19 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as
20 herein defined.

21 38. The policies, acts and practices heretofore described were and are an unlawful
22 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
23 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
24 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
25 to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required
26 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
27 Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,
28 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,

1 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise
2 to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
3 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
4 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
5 the AGGRIEVED EMPLOYEES.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
9 severally, as follows:

10 1. On behalf of the State of California and with respect to all AGGRIEVED
11 EMPLOYEES:

12 A) Recovery of civil penalties as prescribed by the Labor Code Private
13 Attorneys General Act of 2004; and,

14 B) An award of attorneys' fees and cost of suit, as allowable under the
15 law, including, but not limited to, pursuant to Labor Code §2699.

16
17 Dated: June 26, 2024 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW**
18 **LLP**

19
20 By: /s/ Nicholas De Blouw
21 Norman B. Blumenthal
22 Kyle R. Nordrehaug
23 Nicholas J. De Blouw
24 *Attorneys for Plaintiff*

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28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

February 20, 2024
CA3147

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Sedgwick Claims Management Services, Inc.
Certified Mail #9589071052701316528865
Becky Degeorge
CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Sedgwick Claims Management Services, Inc. in California in the positions of Field Nurse Case Manager and/or Telephonic Nurse Case Manager, and/or Medical Case Manager, and/or Utilization Case Manager during the time period of February 20, 2023 until a date as determined by the Court. Our offices represent Plaintiff Sherry Rumph (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Sedgwick Claims Management Services, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a Field Nurse Case Manager from October of 2022 to June 30, 2023 as a salaried employee exempt from overtime wages. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide

Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.