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Attorneys for Plaintiff MICHAEL BOONE, an individual
on behalf of himself and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MICHAEL BOONE, an individual, on
behalf of himself and the general public,

Plaintiff,

vs.

SEDGWICK CLAIMS
MANAGEMENT SERVICES, INC., an
Illinois Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01268263-CU-OE-CXC
Hon. Peter Wilson
Dept.: CX-102

**SECOND AMENDED COMPLAINT FOR
DAMAGES:**

1. Violation of B&PC §17200, et seq.
2. Failure to Pay All Wages
3. Penalties Under PAGA Labor Code §2698,
et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff MICHAEL BOONE (hereinafter "Plaintiff"), on behalf of himself and the
2 aggrieved employees (hereinafter "Plaintiff"), and as private attorney general, hereby asserts
3 representative claims against Defendant SEDGWICK CLAIMS MANAGEMENT SERVICES,
4 INC., an Illinois Corporation ("SEDWICK") and DOES 1 through 100 are sometimes
5 collectively referred to herein as "Defendant"), hereby complains and alleges as follows:

6 **GENERAL ALLEGATIONS**

7 **JURISDICTION**

8 1. This is a civil action seeking recovery of restitution in the form of unpaid or
9 underpaid wages under California Labor Code §§ 226.7, 510, 1194, as well as the unpaid wages
10 under Labor Code §510 and 1194 for the minimum wage violations as asserted below. Further,
11 Plaintiff seeks penalties pursuant to the PAGA under Labor Code Section 2698 et. seq. The
12 Plaintiff for himself seeks the recovery of unpaid minimum wages and underpaid wages as well
13 as restitution based on the claims asserted herein. Plaintiff also seeks injunctive relief,
14 declaratory relief and restitution for Defendant's violations of Business and Professions Code
15 (B&PC) §17200, et seq., including full restitution of all unpaid or underpaid wages Defendant
16 failed to pay, as a result of its unlawful, fraudulent and unfair business practices. Plaintiff seeks
17 all available relief on his own behalf, including full damages as asserted in his Second Cause of
18 Action, full restitution of unpaid wages, including unpaid compensation and related benefits
19 retained by Defendant as a result of its unlawful, unfair business practices as asserted in his First
20 Cause of action.

21 **VENUE**

22 2. Venue as to the Defendant is proper in Orange County pursuant to California
23 Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of
24 herein occurred in the County of Orange. Defendant either owns or maintain offices, transacts
25 business, has an agent or agents within the County of Orange, or otherwise is found within the
26 County of orange, and Defendant is within the jurisdiction of this Court for purposes of service
27 of process.

28 /////

PARTIES

3. Michael Boone is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff Boone was and currently is a resident of the County of Orange, State of California.

4. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendant SEDGWICK, an Illinois Corporation is based in Memphis, TN, is licensed to do business in the State of California, County of Orange.

5. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendant and each of them listed herein are professional entities licensed to do business in California.

6. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant was licensed to do business in the State of California, County of Orange with its principal place of business in Memphis, TN.

7. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a claims management company.

8. Further, Defendant operates and maintains its aforementioned claims management company and is and was the employer of Plaintiff during the liability period. During the liability period, Defendant employed Plaintiff and due to Defendant's payroll practices, failed to pay Plaintiff for all wages, including minimum wages, straight time wages, and overtime compensation. On information and belief and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California.

9. Plaintiff is informed and believes and thereon alleges that Defendant and DOES 1 to 100, control and operate business and establishments in locations within the State of California, including, but not limited to, the County of Orange, for the purposes of providing claims management services. Thus, each named Defendant and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code as hereinafter alleged.

10. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of Defendant sued herein as DOES 1 to 100, inclusive, and for that reason, said

1 Defendant is sued under such fictitious names, and Plaintiff will seek from this Court leave to
2 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
3 and believes and thereon alleges that each Defendant and each fictitious Defendant, whether
4 individual, partners, or corporate, was responsible in some manner for the circumstances alleged
5 herein, and proximately caused Plaintiff and the aggrieved employees to be subjected to the
6 unlawful employment practices, wrongs, injuries and damages complained of herein.

7 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**

8 11. Plaintiff filed this cause of action acting as a private attorney general on behalf of
9 himself and the aggrieved employees to challenge and remedy the business practices of
10 Defendant alleged herein.

11 12. B&PC §17200, et seq., often referred to as the Unfair Competition Law, prohibits
12 unfair competition, which is defined to include any unlawful, unfair, or fraudulent business act or
13 practices. Defendant has instituted and implemented unlawful wage-and-hour policies, which
14 constitute unfair, unlawful, or fraudulent business acts or practices within the State of California.
15 Any person that has suffered injury may initiate an action to enforce B&PC §17200. The court is
16 authorized to order restitution to affected members as remedies for any violations of B&PC
17 §17200.

18 13. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this
19 action as a private attorney general against Defendant under CCP §1021.5 based in part on the
20 following:

21 a. A successful outcome in this action will result in the enforcement of
22 important rights affecting the public interest by maintaining the integrity of entities that employ
23 employees;

24 b. This action will result in a significant benefit to the general public by
25 ceasing unlawful, unfair and deceptive activity, and by causing the return of ill-gotten gains
26 obtained by Defendant through their failure to properly pay their employees;

27 c. Unless this action is prosecuted, members of the general public will not
28 recover monies wrongfully taken from them, and many employees and consumers would not be

1 aware that they were victimized by Defendant's wrongful acts and practices; and unless
2 attorneys' fees and costs are awarded against Defendant, the general public will not be made
3 whole.

4 **FIRST CAUSE OF ACTION**

5 **(Violation of B&PC §17200, et seq.)**

6 14. Plaintiff re-alleges and incorporates by reference herein the allegations of all
7 preceding paragraphs as though fully set forth herein.

8 15. Beginning on an exact date unknown to Plaintiff, Defendant has engaged in a
9 pattern and practice of acts of unfair competition in violation of B&PC §17200, including the
10 practices alleged herein.

11 **FAILURE TO PAY FOR ALL TIME WORKED (OFF THE CLOCK)**

12 16. Plaintiff is informed and believes and thereon alleges, that at all times herein
13 mentioned, Defendant engaged in unlawful, unfair, and fraudulent business practices prohibited
14 by California B&PC §17200, by failing to pay for time worked off the clock, including but not
15 limited to, time spent traveling to job locations. Defendant suffered or permitted Plaintiff to
16 work off the clock. Starting on a date within the statute of limitations, Defendant unilaterally
17 stopped paying Plaintiff for travel time to his work locations. At first, Defendant unilaterally
18 determined it would start paying Plaintiff for work after thirty (30) minutes of travel time.
19 Thereafter, Defendant unilaterally changed it to forty-five (45) minutes of unpaid time. Then,
20 Plaintiff alleges Defendant completely stopped paying for travel time and only allowed Plaintiff
21 to clock in at the first destination on his shift. Defendant's illegal practices were also followed at
22 the end of the shift, ie no travel pay for the last thirty minutes, then forty five minutes, and finally
23 required Plaintiff to clock out at the last location on his shift before traveling home.

24 17. Further, Plaintiff is informed and believes and thereon alleges, that Plaintiff and
25 the aggrieved employees were required to perform work off-the-clock. Despite recording time
26 on the clock, Defendant failed to pay Plaintiff and the aggrieved employees for all time worked,
27 including but not limited to straight time, overtime, and time spent traveling to job locations.
28 This failure to pay for all time worked is in violation of the Labor Code.

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1 **FAILURE TO PAY PREMIUMS AT THE CORRECT REGULAR RATE**

2 18. Defendant's policy is to pay straight time for all hours worked in excess of eight
3 (8) hours per day, both straight time (first eight (8) hours) and overtime (last four (4) hours) pay
4 is paid at the base hourly rate which is lower than required by law due to Defendant's failure to
5 pay daily overtime hours at time-and-a-half of the employees' correct regular rate of pay. The
6 mathematical result of this practice is that employees are underpaid their earned statutory
7 overtime premium wages. Defendant's mathematical scheme is in violation of the Labor Code.
8 Defendant's employees are not paid proper overtime compensation at the correct rate. The
9 "regular rate" means "the hourly rate actually paid for the normal, non-overtime workweek."
10 (See Walling v. Youngerman-Reynolds Hardwood Co., 325 U.S. 419, 424 (1945) ("[T]he regular
11 rate refers to the hourly rate actually paid the employee for the normal, non-overtime workweek
12 for which he is employed.") (emphasis added); United States v. Rosenwasser, 323 U.S. 360, 364
13 (1945) (defining the "regular rate" is defined as "the hourly rate actually paid for the normal,
14 non-overtime workweek.") (quotation omitted) (emphasis added); Huntington Memorial Hosp. v.
15 Superior Court, (2005) 131 Cal.App.4th 893, 905 (regular rate is the hourly rate paid for a non-
16 overtime workweek); Brunozzi v. Cable Communications, Inc., 851 F.3d 990, 996 (9th Cir.
17 2017) (To determine the regular rate, "we must first determine what the parties agreed [the
18 employee] is to be paid in a normal, non-overtime workweek.") (emphasis added).) "Wage
19 divided by hours equals regular rate." (Bay Ridge, 334 U.S. at 461 (quotation omitted).) The
20 employer may not "compute the regular rate in a wholly unrealistic and artificial manner so as to
21 negate the statutory purposes." (Walling, 325 U.S. at 424.) The regular rate "must reflect all
22 payments which the parties have agreed shall be received regularly during the workweek,
23 exclusive of overtime payments." (*Id.*) The regular rate "is not an arbitrary label chosen by the
24 parties; it is an actual fact. Once the parties have decided upon the amount of wages and the
25 mode of payment the determination of the regular rate becomes a matter of mathematical
26 computation" (*Id.* at 244-45.) "The regular hourly rate of pay of an employee is determined
27 by dividing his total remuneration for employment (except statutory exclusions) in any
28 workweek by the total number of hours actually worked by him in that workweek for which such
compensation was paid." (29 C.F.R. § 778.109.)

19. Plaintiff believes and thereon alleges that Defendant fails to include all

1 remuneration into the calculation of the regular rate for overtime, as demonstrated infra, as well
2 as the failure to pay meal and rest period premium payments at the correct rate as required under
3 Labor Code Section 226.7. As such, Plaintiff seeks restitution of the underpaid wages based on
4 Defendant's failure to properly calculate such regular rate correctly.

5 20. Plaintiff is informed and believes and thereon alleges that at all times herein
6 mentioned, Defendant has engaged in unlawful, deceptive, and unfair business practices
7 prohibited by California B&PC §17200, thereby depriving their employees the minimum
8 working condition, standards and conditions due to them under the California labor laws and
9 Industrial Welfare Commission wage orders as specifically described herein. Plaintiff further
10 seeks an order requiring Defendant to timely pay restitution to Plaintiff, including back wages,
11 and interest. The acts complained of herein occurred, at least in part, within the last four (4) years
12 preceding the filing of the original Complaint.

13 21. By and through its unfair, unlawful, and/or fraudulent business practices and acts
14 described herein, Defendant has obtained valuable services from Plaintiff and has deprived
15 Plaintiff and all of valuable rights and benefits guaranteed by law, all to his detriment.

16 22. Plaintiff is entitled to and does seek such relief as may be necessary to restore to
17 him the money and property which Defendant has acquired, or of which Plaintiff has been
18 deprived by means of the herein described unfair, unlawful, and/or fraudulent business practices.

19 23. Plaintiff is further entitled to and does seek a declaration that the above-described
20 business practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining
21 Defendant from engaging in any of the herein described unfair, unlawful, and/or fraudulent
22 business practices at all times in the future.

23 24. Plaintiff requests attorney's fees and costs pursuant to Code of Civil Procedure
24 §1021.5 since this action is brought to vindicate important rights of aggrieved employees and the
25 public.

26 **SECOND CAUSE OF ACTION**
27 **FAILURE TO PAY ALL WAGES**
28 **(Against All Defendants)**

25 25. Plaintiff incorporates by reference all the aforementioned paragraphs of the
26 amended complaint.

1 26. Labor Code section 1194(a) provides that “...any employee receiving less than the
2 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
3 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
4 compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.”

5 27. At all times relevant, Defendant required Plaintiff to work hours off-the-clock.
6 Defendant suffered or permitted Plaintiff to work off the clock. Starting on a date within the
7 statute of limitations, Defendant unilaterally stopped paying Plaintiff for travel time to his work
8 locations. At first, Defendant unilaterally determined it would start paying Plaintiff for work
9 after thirty (30) minutes of travel time. Thereafter, Defendant unilaterally changed it to forty-
10 five (45) minutes of unpaid time. Then, Plaintiff alleges Defendant completely stopped paying
11 for travel time and only allowed Plaintiff to clock in at the first destination on his shift.
12 Defendant’s illegal practices were also followed at the end of the shift, i.e. no travel pay for the
13 last thirty minutes, then forty five minutes, and finally required Plaintiff to clock out at the last
14 location on his shift before traveling home.

15 28. As a result of Defendant’s unlawful wage practices as alleged herein, Plaintiff has
16 been denied the appropriate minimum wage and/or straight time wages and overtime for all
17 hours worked by him. Plaintiff is entitled to minimum wage and overtime wages pursuant to LC
18 §§ 510, 1194, and Wage Order 4:01.

19 29. As a result of Defendant’s acts and omissions as alleged herein, Plaintiff requests
20 that the Court find Defendant to have willfully failed to pay all minimum wages and/or straight
21 time wages or overtime, to Plaintiff; award all actual losses and damages; award prejudgment
22 interest on any unpaid minimum wages and/or straight time wages from the date such amounts
23 were due; award liquidated damages; all legally authorized penalties; and reasonable attorney’s
24 fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **CIVIL PENALTIES UNDER LABOR CODE §§ 2698-2699**

27 30. Plaintiff re-alleges and incorporates each and every one of the allegations of all
28 preceding paragraphs contained in paragraphs, inclusive of this Complaint, as if fully set forth
herein.

1 31. Labor Code §§2698 - 2699, the Labor Code Private Attorney General Act of
2 2004, provides for a civil penalty to be assessed and collected by the Labor and Workforce
3 Development Agency (LWDA), or any of its departments, divisions, commissions, boards,
4 agencies or employees for a violation of the Labor Code, may be recovered through a civil
5 action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of
6 all other current or former employees.

7 32. Whenever the LWDA, or any of its departments, divisions, commissions, boards
8 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is
9 authorized to exercise the same discretion, subject to the same limitations and conditions to
10 assess a civil penalty.

11 33. Plaintiff, and all hourly non-exempt field investigator employees of Defendants
12 are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or
13 former employees of Defendants, and one or more of the alleged violations was committed
14 against them.

15 34. Prior to filing this Complaint, Plaintiff gave written notice to the LWDA on or
16 about June 30, 2022, via mandatory online filing through the State of California LWDA/
17 Department of Industrial Relations website with a copy to the employer via certified mail, of the
18 specific provisions of this code alleged to have been violated, including listing some facts and
19 some theories to support the alleged violations as required by Labor Code §2699.3; Plaintiff
20 filed a supplemental letter on or about November 1, 2022. A true and correct copy of the letters
21 are collectively attached hereto as **Exhibit 1**. Plaintiff alleges that he has exhausted all
22 administrative remedies and filed the herein complaint 65 days after mailing said notice. At the
23 date of filing this Complaint, the LWDA has not responded with any intention to investigate.
24 As such, Plaintiff has exhausted his administrative requirements pursuant to LC §2699.3(a)(1)
25 and (2) (A-C).

26 35. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
27 behalf of themselves and other current or former employees, to bring a civil action to recover
28 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

 36. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the aggrieved
employees are entitled to recover civil penalties for each of the Defendant's violations of

1 California Labor Code §§ 203, 226.7, 510, and 1194, during the applicable limitations period in
2 the following amounts:

3 a. For violations of California Labor Code § 226(a), two hundred fifty
4 dollars (\$250.00) per employee for initial violation and one thousand dollars
5 (\$1,000.00) per employee for each subsequent violation (penalty amounts
6 established by California Labor Code § 226.3).

7 b. For violations of California Labor Code § 558, fifty dollars (\$50.00) for
8 each aggrieved employee for each initial violation for pay period for which the
9 employee was underpaid and one hundred dollars (\$100.00) for each underpaid
10 employee for each pay period for which the employee was underpaid (penalty
11 amounts established by California Labor Code § 558).

12 c. For violations of California Labor Code §§ 203, 226.7, 510, 1194, one
13 hundred dollars (\$100.00) for each aggrieved employee per pay period for each
14 initial violation and two hundred dollars (\$200.00) for each aggrieved employee
15 per pay period for each subsequent violation (penalty amounts established by
16 California Labor Code § 2699(f)(2)).

17 d. Penalties under Labor Code §203, in addition to and entirely independent
18 and apart from other penalty provided in the Labor Code, including Labor Code
19 §2699, et seq., for any aggrieved employee who was discharged or quit, and was
20 not paid all earned wages at termination in accordance with Labor Code §§201,
21 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty pursuant to Labor
22 Code § 2699

23 e. Penalties under Labor Code §558, in addition to and entirely independent
24 and apart from other penalty provided in the Labor Code, in the amount of \$50 for
25 each underpaid aggrieved employee for each pay period the aggrieved employee
26 was underpaid, and \$100 for each subsequent violation for each underpaid
27 employee for each pay period for which the employee was underpaid pursuant to
28 Labor Code §558 provided to the affected employees;

f. Penalties under Labor Code §226.3, in addition to and entirely independent and apart from other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

g. Any and all additional penalties and sums as provided by the Cal. Labor Code and/or other statutes.

37. Pursuant to California Labor Code §2699(g), Plaintiff and the aggrieved employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

As to the First Cause of Action:

1. For an order preliminarily and permanently enjoining Defendants from engaging in the practices challenged herein;

2. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendant by means of the unfair practice complained of herein. Plaintiff seeks the appointment of a receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 200, et seq., 510, and 1194, and interest, as a result of the unfair business practices or retained in violation of Labor Code sections asserted above and IWC Wage Order 4-2001;

3. For an order finding and declaring that Defendant's acts and practices as challenged herein are unlawful, and unfair and/or fraudulent;

4. For an accounting, under administration of Plaintiff and subject to Court Review, to determine the amount to be returned by Defendant and the amounts to be refunded to Plaintiff due to Defendant's unfair business practices;

1 5. For an order requiring Defendant to make full restitution of the unpaid and/or
2 underpaid wages pursuant to B&PC Sections 17200, et seq. for unfair business practices that
3 Labor Code §§ 226.7, 510, and 1194;

4 6. For reasonable attorneys' fees under Code of Civil Procedure §1021.5 all other
5 appropriate declaratory and equitable relief;

6 7. For pre-judgment interest to the extent permitted by law;

7 8. For pre-judgment interest to the extent permitted by law and the California
8 Constitution;

9 **As to the Second Cause of Action:**

10 9. That the Court grant to Plaintiff an award of unpaid minimum wages or straight
11 time wages as well as unpaid overtime premiums; liquidated damages as allowed by statute;
12 prejudgment interest on any unpaid wages from the date such amounts were due; and for all
13 legally authorized penalties.

14 10. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code
15 §1194(a) and CC §3287;

16 11. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
17 §218.5 and/or Labor Code §1194(a);

18 **As to the Third Cause of Action:**

19 12. On behalf of all current and former aggrieved employees, for all civil penalties
20 authorized by Labor Code Private Attorney General Act of 2004 as specified in California Labor
21 Code §§ 558, 2698 et seq., former or current employees who are due wage payments;

22 13. For civil penalties per Labor Code §226.3 in the amount of \$250 for each
23 aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee
24 per pay period for each subsequent violation;

25 14. For civil penalties, pursuant to Labor Code § 558 as follows:

26 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
27 for each pay period for which the employee was underpaid;

28 (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid;

2 15. For civil penalties under Labor Code §2699(f), in addition to and entirely
3 independent and apart from other penalty provided in the Labor Code and for Labor Code
4 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee
5 per pay period for each violation, and \$200 for each aggrieved employee per pay period for each
6 subsequent violation.

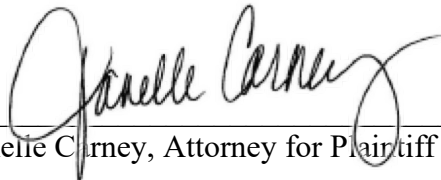
7 **As to All Causes of Action:**

8 16. For such other and further relief as this Court may deem just and proper.

9
10 Dated: November 8, 2022

JANELLE CARNEY – ATTORNEY AT LAW, APC

11
12
13 By:



Janelle Carney, Attorney for Plaintiff

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Dated: November 8, 2022

By:


Janelle Carney, Attorney for Plaintiff

Exhibit 1



June 30, 2022

PAGA Administrator
CA Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, CA 94612

Via: <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Sedgwick Claims Management Services, Inc.
8125 Sedgwick Way
Memphis, TN 381215

Via: Certified U.S. Mail/ Return Receipt Requested

Re: Michael Boone v. Sedgwick Claims Management Services, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION §§ 2699, *et seq.***

To: California Labor and Workforce Development Agency and Sedgwick Claims Management Services, Inc.

From: Michael Boone, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Please be advised that Janelle Carney – Attorney at Law, APC represents Michael Boone and all other aggrieved employees (“Plaintiff”) with respect to their employment with Sedgwick Claims Management Services, Inc. (“Sedgwick”) in California.

Mr. Boone believes and alleges that Sedgwick has committed numerous violations of the California Labor Code, including, but not limited to, §§ 510, 1194, and 2802. The facts and theories to support the alleged violations are set forth herein.

FACTUAL STATEMENT

Please note that this firm represents the interests of Michael Boone, a current non exempt hourly employee working as a Private Investigator for Sedgwick, and all other aggrieved employees who are/were non-exempt hourly employees for Sedgwick. Plaintiff seeks to represent himself and all hourly non-exempt aggrieved employee investigators.

THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

A. Failure to Pay All Wages/Overtime

Plaintiff, Michael Boone, is a current Private Investigator employee of Sedgwick. Mr. Boone is suing on behalf of himself and all non-exempt hourly employee investigators of Sedgwick. During his employment, Sedgwick failed to pay himself and other aggrieved employees the proper amount of straight time and overtime wages for time spent traveling to various job locations. Sedgwick has violated various sections of the Labor Code, including §§ 510 and 1194, by failing to provide Plaintiff and all other aggrieved employees daily straight time, minimum wages and overtime compensation for all hours worked, including over 8 hours in a day and/or 40 hours in a week. Rather, Sedgwick would only pay Mr. Boone and the aggrieved employees based on subjective start times based on Sedgwick's unilateral decision to assign thirty minutes of unpaid travel time, then forty five minutes of unpaid travel time to then completely stopping the payment of travel time to the first location on an assignment, and requiring investigators to clock in once they arrived at a job location. Sedgwick has failed to pay at least minimum wages for said travel time as is required by *Morillion v. Royal Packing Company* (2000) 22 Cal.4 575, and not for all time spent traveling between job locations, which is mandatory for the job.

As such, Sedgwick is responsible for minimum wage violations as well as straight time and overtime violations.

B. LC §2802

In addition to the aforementioned, Defendant requires Plaintiff and aggrieved employees to pay for their own internet service used for work at home, utilize their own vehicle for work-related travel, and pay for their own gas for their vehicles, without reimbursement. As such, Plaintiff seeks reimbursement of said out of pocket costs and penalties for requiring its employees to bear the burden of Defendant's expenses, accordingly.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Boone becomes aware of additional compensation owed or losses incurred by Mr. Boone or by any other aggrieved employee of Sedgwick, Mr. Boone expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

June 30, 2022

Page 3

Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Mr. Boone intends to pursue his claims and those of the aggrieved employees under PAGA in a civil lawsuit. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Sedgwick that were subject to the same Labor Code violations described above.

Very truly yours,

Janelle Carney

JC/jw



October 31, 2022

PAGA Administrator
CA Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, CA 94612

Via: <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Sedgwick Claims Management Services, Inc.
C/o Lois Kosch
Wilson Turner Kosmo LLP
402 West Broadway, Suite 1600
San Diego, CA 92101

Re: Michael Boone v. Sedgwick Claims Management Services, Inc.

**SUPPLEMENTAL NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION §§ 2699, *et seq.***

To: California Labor and Workforce Development Agency and Sedgwick Claims Management Services, Inc.

From: Michael Boone, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

This supplemental PAGA notice letter is filed in order to provide Sedgwick Claims Management Services, Inc. ("Sedgwick") and the California Labor and Workforce Development Agency (LWDA) with supplemental notice of additional Labor Code violations alleged by Michael Boone ("Boone") relating to his employment with Sedgwick. These claims are in addition to those asserted in his June 30, 2022, letter, and the violations alleged in his June 30, 2022, letter are incorporated herein. (A copy is enclosed for ease of reference)

As set forth in his first PAGA notice letter, Mr. Boone believes and alleges that Sedgwick has committed numerous violations of the California Labor Code, including, but not limited to, §§ 510, 1194, and 2802. The facts and theories to support the alleged violations are set forth herein.

FACTUAL STATEMENT

Please note that this firm represents the interests of Michael Boone, a current non-exempt hourly employee working as a Private Investigator for Sedgwick, and all other aggrieved employees who are/were non-exempt hourly employees for Sedgwick. Plaintiff seeks to represent himself and all hourly non-exempt aggrieved employee investigators.

THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

A. Failure to Pay All Wages/Overtime

Plaintiff, Michael Boone, is a current Private Investigator employee of Sedgwick. Mr. Boone is suing on behalf of himself and all non-exempt hourly employee investigators of Sedgwick. During his employment, Sedgwick failed to pay himself and other aggrieved employees the proper amount of straight time and overtime wages for time spent traveling to various job locations. Sedgwick has violated various sections of the Labor Code, including §§ 510, 1194, 1197.1, by failing to provide Plaintiff and all other aggrieved employees daily straight time, minimum wages and overtime compensation for all hours worked, including over 8 hours in a day and/or 40 hours in a week. Rather, Sedgwick would only pay Mr. Boone and the aggrieved employees based on subjective start times based on Sedgwick's unilateral decision to assign thirty minutes of unpaid travel time, then forty-five minutes of unpaid travel time to then completely stopping the payment of travel time to the first location on an assignment, and requiring investigators to clock in once they arrived at a job location. Sedgwick has failed to pay at least minimum wages for said travel time as is required by *Morillion v. Royal Packing Company* (2000) 22 Cal.4 575, and not for all time spent traveling between job locations, which is mandatory for the job.

As such, Sedgwick is responsible for minimum wage violations as well as straight time and overtime violations. Plaintiff will seek penalties pursuant to Labor Code §§ 203, 558, and 2699 et seq. Further, given that Plaintiff is a current employee and pursuant to Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745, 233, Plaintiff supplemental notice is timely.

B. Failure to Provide Accurate Wage Statements (Labor Code § 226(a))

Labor Code section 226, subdivision (a) states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of

the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

At all relevant times, Sedgwick has violated the rights of Mr. Boone and aggrieved employees under *Labor Code* section 226(a) by failing to provide them with accurate itemized statements showing that accurately reflects the correct regular rate for purposes of meal, rest and overtime payments.

Mr. Boone and other employees are entitled to recover civil penalties pursuant to section 226.3, which states in relevant part: “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of... (\$250) per employee per violation in an initial citation and...(\$1,000) per employee for each violation in a subsequent citation, for...fail[ing] to keep the records required in subdivision (a) of Section 226.”

C. Regular Rate

Plaintiff alleges that Sedgwick fails to include all non-discretionary remuneration when calculating the regular rate of pay and by such failure, underpaid employees their overtime. This practice also resulted in underpayments of employees’ missed meal and/or rest period premiums. Plaintiff is entitled to seek LC § 226.7, 558, and 2699 penalties accordingly.

D. LC §2802

In addition to the aforementioned, Defendant requires Plaintiff and aggrieved employees to pay for their own internet service used for work at home, utilize their own vehicle for work-related travel, and pay for their own gas for their vehicles, without reimbursement. As such, Plaintiff seeks reimbursement of said out of pocket costs and penalties for requiring its employees to bear the burden of Defendant’s expenses, accordingly.

E. Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee’s resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day’s wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

Applicable Civil Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Boone becomes aware of additional compensation owed or losses incurred by Mr. Boone or by any other aggrieved employee of Sedgwick, Mr. Boone expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise the undersigned if the agency intends to investigate the alleged violations. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Sedgwick that were subject to the same Labor Code violations described above.

Very truly yours,



Janelle Carney

JC/jw

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On November 8, 2022, I served the foregoing document described as:

SECOND AMENDED COMPLAINT

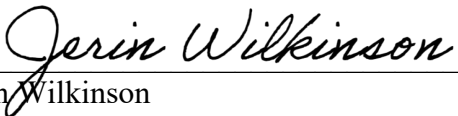
on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

Lois M. Kosch
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XX: BY ELECTRONIC SERVICE – JANNEY & JANNEY. By submitting an electronic version of the document(s) to Janney & Janney, through the user interface at www.janneyandjanney.legalconnect.com. Based on California Rules of Court Rule 2.251(Rev 1/2012). The electronic notification address of the person(s) making the service is Jerin@JanelleCarneyLaw.com.

Executed on November 8, 2022 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jerin Wilkinson