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17 on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

TODD ALTSCHULER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC., an Illinois corporation; and
DOES 1 through 25,

Defendants.

Case No.: 21STCV06933
Assigned to Hon. Stuart M. Rice
Department SSC-1

**DECLARATION OF TODD
ALTSCHULER IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: May 3, 2023
Time: 10:30 a.m.
Place: Department SSC-1

Complaint Filed: February 23, 2021

1 I, Todd Altschuler, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and the named plaintiff who
3 brought this class action Defendant Sedgwick Claims Management Services, Inc.
4 (“Defendant” or “Sedgwick”). The following is based upon my personal knowledge, and if
5 called as a witness, I could and would competently testify thereto.

6 2. I have worked at Sedgwick since about 2009. My current position, which I’ve
7 held since 2011, is Senior Disability Analyst. Since about 2013, I have been working for
8 Sedgwick from my home and I continue to do so.

9 3. During the time that I have worked for Sedgwick from home, I have not been
10 reimbursed for all my work from home expenses. Such expenses include home internet and
11 telephone, equipment and supplies, power I use at my home when I work and the rental
12 value of my home office. In about March 2021, Sedgwick notified me and all other work
13 from home employees that Sedgwick would start reimbursing us for home internet and
14 telephone at up to \$40 per month. However, Sedgwick advised me that this policy did not
15 apply retroactively.

16 4. It is my understanding that other work from home employees of Sedgwick in
17 California have incurred similar expenses as a result of working from home and that
18 Sedgwick has not reimbursed those other employees for the full amount of such expenses.

19 5. I am the named representative in this class action. I will adequately represent
20 the interests of all members of the proposed class, which I understand to consist of all
21 Sedgwick employees who have worked from during the Class Period. I understand the
22 claims asserted in this action on behalf of the class, the California Labor & Workforce
23 Development Agency and the aggrieved employees to include claims for: (1) failure to
24 reimburse necessary expenditures; (2) violation of the Unfair Practices Act; and (3) recovery
25 of civil penalties under the California Labor Code Private Attorneys’ General Act
26 (“PAGA”).

27 6. As discussed above, I believe my claims are typical of the claims of work
28 from home employees and involve the same issues.

1 7. I know of no reason that my interests in this class action are inconsistent with
2 the interests of any other class member. In filing this lawsuit, I was trying to obtain
3 compensation for myself and for all class members for the actions of Sedgwick that I
4 believed to be improper.

5 8. My attorneys have advised me that Phoenix Settlement Administrators
6 (“PSA”) will administer the proposed settlement. I have no relationship with PSA and there
7 are no conflicts that will arise if PSA is appointed the settlement administrator in this case.

8 9. If the Court certifies a class for settlement purposes in connection with the
9 proposed settlement, I promise to consider the interests of other class members just as I
10 would consider my own interests. And I understand that I may even need to put the interests
11 of the class before my own interests.

12 10. I have willingly participated in this case the named plaintiff and I will
13 continue to do so as long as this case is pending. I volunteered to represent the other class
14 members in this case so that they can benefit from my attempt to enforce California law and
15 so that other class members would not have to expend time, effort, and money pursuing
16 individual cases for the same thing.

17 11. I am not aware of any claim that I am making that only applies to me and not
18 my fellow Class Members. Nor do I believe I have any interest in the outcome of this case
19 that is in conflict with or is any different from the interests of the rest of the other Class
20 Members.

21 12. In my involvement with this case, I have relied upon and continue to rely
22 upon the advice and guidance of my attorneys, Aaron Gundzik and Rebecca Gundzik of
23 Gundzik Gundzik Heeger LLP and Daniel Holzman of Caskey & Holzman.

24 13. I did not make the decision to become involved in this class action lightly and
25 this decision posed many risks for me. I understood that because of my involvement in the
26 class action, if the case was unsuccessful I could be responsible for Sedgwick’s litigation
27 costs, which I understood might end up being substantial in a class action. I was also
28 concerned by the attention a publicly filed lawsuit, and especially a class action, would

1 attract. My name would be associated with a lawsuit that I had filed against my employer. I
2 was aware that it is possible, and relatively easy, to perform background checks of publicly
3 filed documents on the internet, sometimes with nothing more than a simple Google search.
4 I was mindful that others at Sedgwick and other business associates might find out that I
5 sued Sedgwick, and that this could hurt my future business prospects and my position at
6 Sedgwick. In addition, the settlement agreement in this lawsuit requires that I enter into a
7 general release, which I understand is broader than the release that will bind other Class
8 Members. Nevertheless, I agreed to accept these risks because I felt that important rights
9 were at stake that affected everyone, and something ought to be done about it.

10 14. One of the reasons I engaged my attorneys is because I did not think it was
11 fair that we were not paid for the costs we incurred in order to perform our work from home.
12 I am aware that Sedgwick treated other employees similarly based on my communications
13 with other Sedgwick personnel. By filing this class action lawsuit, I thought it would be an
14 opportunity for me and my co-workers to get the reimbursements due to us and to force
15 Sedgwick to change its practices. And, in fact, Sedgwick did start reimbursing employees
16 for their home office expenses during the course of this lawsuit.

17 15. Both before and after filing the lawsuit, I engaged in lengthy conversations
18 with my attorneys about all aspects of this case and my job. I was prompt and responsive to
19 my attorneys' inquiries. I identified relevant witnesses to them, identified helpful
20 documents, spoke with Class Members about how they were treated when they worked for
21 Sedgwick, provided this information to my attorneys, and provided my attorneys with all of
22 the relevant documents in my possession. I was proactive and requested regular updates
23 from my attorneys, which they provided. I also asked questions so that I understood how
24 everything worked. And, my attorneys explained everything to me, including all of the
25 documents I signed regarding the lawsuit.

26 16. In order to prosecute this lawsuit, I reviewed and collected all of my
27 documents in connection with my work from home expenses for Sedgwick. I spoke, emailed
28 and met with my attorneys on Zoom many times to discuss the lawsuit and the proposed

1 settlement. I had numerous calls and meetings with them regarding the facts and helped
2 them identify other employees who could be of assistance. I also missed a full day of work
3 so that I could attend the mediation by Zoom. I helped my attorneys prepare for the
4 mediation and I attended the mediation. After the mediation, I had meetings with my
5 attorneys to discuss the negotiations, the proposed settlement, the settlement agreement and
6 the amended settlement agreement. In all, I estimate that I spent more than 80 hours on this
7 case.

8 17. I understand that the settlement agreement provides for a service payment to
9 me in the amount of \$10,000. I believe this amount is fair compensation for initiating and
10 helping to prosecute this case, for helping with the discovery and investigation, for preparing
11 for and attending the mediation, and for the risks I undertook. During that time until the case
12 was settled, I feared retaliation and negative consequences of suing my current employer.

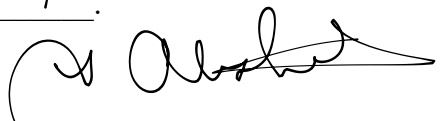
13 18. In addition to the work I performed to assist my attorneys while the case has
14 been ongoing, I am being required to enter into a broader release of claims against Sedgwick
15 than are the other Class Members. Other than the settlement payment I will receive as a
16 member of the Class, I am receiving no compensation or other benefits in addition to the
17 service payment provided for in the settlement.

18 19. I have observed my attorneys work throughout this case. They have been
19 thorough, diligent, prompt, courteous, and professional, and I believe they are fully entitled
20 to the award of fees that they have requested for their hard work.

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

23 Executed on

4/3/23

24 
25 Todd Altschuler

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On April 10, 2023, I served the following document described as

- **DECLARATION OF TODD ALTSCHULER IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated April 30, 2021, to the names and email addresses listed on the Service List attached hereto.

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on April 10, 2023, at Sherman Oaks, California.



Nicole Salazar

Electronic Service List

Case: **Altschuler, et al. v. Sedgwick Claims Management Services, Inc.**

Case Info: **21STCV06933, Los Angeles Superior Court**

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