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on behalf of all others similarly situated

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 PHOENIX
SETTLEMENT ADMINISTRATORS
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

DECLARATION OF JARROD SALINAS

I, JARROD SALINAS, declare as follows:

1. I am over the age of 18 and have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement.

2. I am employed by Phoenix Settlement Administrators (“PSA”) as a Group Lead in charge of Case Management.

3. Phoenix has extensive experience in class action matters, having provided services in class action settlements involving antitrust, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Phoenix was selected by the parties to this action to provide notice of the settlement and process exclusions and objections in this action. In this capacity, Phoenix was charged in this case with: (a) printing and mailing to class members *Notice of Class Action Settlement* (herein referred to collectively as the “Notice”) (b) locating updated addresses for class members; (c) receiving other communications about the settlement; (d) notifying the parties of the number of class members that filed requests for exclusion or objections; and (e) notifying the parties of the number of class members who filed untimely or deficient requests for exclusion, and taking steps to cure the deficiencies. If this settlement is approved, Phoenix will (a) calculate, issue and mail settlement checks to all class members; (b) make any class representative service and release and attorney fee payments approved by the Court; (c) prepare tax filings for the qualified settlement fund established to hold and distribute the gross settlement amount, and (d) transmit to the California State Controller’s Office Unclaimed Property Fund any uncashed settlement checks, pursuant to the terms of the parties’ Settlement Agreement.

4. On November 28, 2022, Phoenix received the Court-approved text for the Notice from Class Counsel.

5. Phoenix prepared a draft of the Notice for mailing to Class Members and received approval of the draft from the parties. The Notice is comprised of six (6) pages.

1 6. On December 28, 2022, Phoenix received a data file from counsel for
2 Defendant Sedgwick Claims Management Services, Inc. (“Sedgwick” or “Defendants”)
3 containing the name, last known address, social security number, and number of Class Period
4 Work From Home Months and PAGA Period Work From Home Months. The final mailing
5 list contained 3,861 Class Members.

6 7. On December 30, 2022, Phoenix conducted a National Change of Address
7 (NCOA) search in an attempt to update the class list of addresses as accurately as possible.
8 A search of this database provides updated addresses for any individual who has moved in
9 the previous four years and notified the U.S. Postal Service of his or her change of address.
10 A total of two hundred fifty-five (255) addresses were updated based on the NCOA search.

11 8. On January 6, 2023, Phoenix mailed the Notice via U.S. first class mail to all
12 3,861 Class Members on the Class List. A true and correct copy of the mailed Notice is
13 attached hereto as **Exhibit A**.

14 9. As of the date of this Declaration, 68 Notices have been returned to Phoenix,
15 all of those were traced to locate a current mailing address using TransUnion TLOxp, one of
16 the most comprehensive address databases available for skip tracing. Of those 68 Notices, 65
17 were re-mailed via first class mail.

18 10. As of the date of this Declaration, ten (10) of the Notices are considered
19 undeliverable.

20 11. As of the date of this Declaration, Phoenix has received three (3) requests for
21 exclusion. The deadline for Class Members to have submitted an “Opt-Out” request was
22 February 20, 2023. A copy of the Opt-Out requests are attached here as **Exhibit B**.

23 12. As of the date of this Declaration, Phoenix has not received any objections to
24 the settlement. The deadline for Class Members to have submitted an “Objection” to the
25 Settlement was February 20, 2023.

26 13. During the course of the Notice process, PSA received a total of 17 disputes
27 from Class Members regarding Work From Home Months. All but one of those disputes
28

1 were fully accepted and as of the date of this Declaration, there are no outstanding disputes
2 regarding the settlement.

3 14. Phoenix has been emailing reports informing counsel of the status of the
4 administration. A true and correct copy of the most recent weekly report is attached hereto in
5 **Exhibit C.**

6 15. Phoenix has calculated the amount to be distributed to the members of the
7 Settlement Class if the Court grants final approval. For the Class settlement payments, we first
8 determined each Class Member's "Payout Ratio" by dividing his or her Individual Work From
9 Home Month Number by the Aggregate Work From Home Month Number. The "Total
10 Potential Settlement Award" for each Class Member was then calculated by multiplying the
11 Payout Ratio by the Net Settlement Amount. The amount of the individual settlement payment
12 was then indicated on each Class Member's Notice. Based on the data received from
13 Defendant and the additional work from home months credited as a result of Class Member
14 disputes, the Aggregate Work From Home Months number is 85,303.06.

15 16. Phoenix has also calculated the amounts to be divided among and distributed
16 to all PAGA Employees based upon the number of Work From Home Months that each
17 Aggrieved Employee worked during the PAGA Period. Those payments were calculated by
18 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$12,500
19 by the total number of PAGA Period Work From Home Months for all Aggrieved Employees
20 during the PAGA Period, and multiplying the result by each Aggrieved Employee's PAGA
21 Period Work From Home Months.

22 17. Based on these calculations, I determined that the class settlement payments
23 will range from a low of \$.99 to a high of \$2,080.02, and the average class settlement payment
24 will be in the amount of approximately \$665.23. The PAGA settlement payments will range
25 from a low of \$.01 to a high of \$5.97, and the average PAGA settlement payment will be in
26 the amount of approximately \$3.34. The payments to Settlement Class Members will be
27 characterized as 50% unreimbursed expenses, 25% interest and 25% penalties. No portion of
28

1 the Individual Class Payments shall be subject to wage withholdings. The interest and penalty
2 portions will be reported on IRS 1099 Forms.

3 18. Phoenix will charge \$26,000 for administration fees. This includes all costs
4 incurred to date, as well as estimated costs involved in completing the settlement. A true and
5 correct copy of Phoenix's invoice is attached hereto as **Exhibit D**.

6 19. On January 6, 2023, Phoenix established a dedicated Settlement website,
7 (<https://www.phoenixclassaction.com/altschuler-v-sedgwick/>) to provide easy and immediate
8 access to information regarding the Settlement. A copy of the Notice along with other related
9 Court documents pertaining to this proposed Settlement—including the First Amended Class
10 Action and PAGA Settlement and Class Notice and Preliminary Approval Order—were
11 posted on the Settlement website. The signed Final Order and Judgment will also be posted to
12 this dedicated website for Class Members to review.

13 20. If additional timely objections or requests for exclusion are received after the
14 date of this Declaration, Phoenix will submit a supplemental declaration to the Court.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct, and that this Declaration was executed on April 7, 2023, at
17 Orange, California.

18
19 
20 Jarrod Salinas

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Altschuler v. Sedgwick Claims Management Services, Inc.,
Case No. 21STCV06933***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Sedgwick Claims Management Services, Inc. (“SEDGWICK”) for alleged violation of California Labor Code section 2802. The Action was filed by SEDGWICK employee Todd Altschuler (“Plaintiff”) and seeks payment for home internet and telephone and other unreimbursed expenses for a class of employees (“Class Members”) who worked from home in California for SEDGWICK during the Class Period (February 23, 2017 to November 28, 2022); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all employees who worked from home in California for SEDGWICK during the PAGA Period (February 23, 2020 to November 28, 2022) (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a Class Settlement requiring SEDGWICK to fund Individual Class Payments, and (2) a PAGA Settlement requiring SEDGWICK to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on SEDGWICK’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga», and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to SEDGWICK’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work from home during the PAGA Period.)

The above estimates are based on SEDGWICK’s records showing that **you worked «Total_Months» Work From Home Months** during the Class Period and **you worked «PAGA_Months» Work From Home Months** during the PAGA Period. If you believe that you worked more Work From Home Months during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SEDGWICK to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SEDGWICK.

If you worked for SEDGWICK during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period reimbursement claims and PAGA Period penalty claims against SEDGWICK.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period reimbursement claims against SEDGWICK, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SEDGWICK will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the reimbursement claims against SEDGWICK that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlementbut not the PAGA Settlement The Opt-out Deadlineis February 20, 2023	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating ClassMembers cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SEDGWICK must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlementbut not the PAGA Settlement Written Objections Must be Submitted by February 20, 2023	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counseland Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the May 3, 2023, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on May 3, 2023. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work From Home Months Written Challenges Must be Submitted by February 20, 2023	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work From Home Months you worked at least one day during the Class Period and during the PAGA Period, respectively. The number of Class Period and PAGA Period Work From Home Months you worked according to SEDGWICK's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by February 20, 2023. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a SEDGWICK employee. The Action accuses SEDGWICK of violating California labor law by failing to reimburse employees who worked at home for various expenses incurred, including but not limited to home internet, home and cell phone, home utilities, office supplies and equipment, cost of space for home office, and mileage. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP, 14011 Ventura Blvd., Ste. 206E, (818) 290-7461 and Daniel Holzman of Caskey & Holzman, 24025 Park Sorrento, Ste. 400, Calabasas, CA 91302; (818) 657-1070 ("Class Counsel.")

SEDGWICK strongly denies violating any laws or failing to reimburse any expenses and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether SEDGWICK or Plaintiff is correct on the merits. In the meantime, Plaintiff and SEDGWICK hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The

negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SEDGWICK have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SEDGWICK does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SEDGWICK has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. SEDGWICK Will Pay \$4,000,000 as the Gross Settlement Amount (Gross Settlement). SEDGWICK has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, SEDGWICK will fund the Gross Settlement not more than 20 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,333,333 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to the Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$26,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Work From Home Months.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Work From Home Months.
4. Taxes Owed on Payments to Class Members. Plaintiff and SEDGWICK are asking the Court to approve an allocation of 50% of each Individual Class Payment to expense reimbursement, 25% to interest and 25% to penalties, and an allocation of 100% penalties for the Individual PAGA Payments. The Administrator will report the interest and penalties portions of all settlement payments on IRS 1099 Forms.

Although Plaintiff and SEDGWICK have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **February 20, 2023**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **February 20, 2023**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member’s name, present address, telephone number, and a

simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue expense reimbursement claims against SEDGWICK.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against SEDGWICK based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and SEDGWICK have agreed that, in either case, the Settlement will be void: SEDGWICK will not pay any money and Class Members will not release any claims against SEDGWICK.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Work From Home Months, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and SEDGWICK has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SEDGWICK or related entities for expenses based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and estates, release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, interest, restitution, penalties, action or causes of action, and liabilities, including costs, expenses, penalties, and attorneys’ fees, in law or equity, for causes of action alleged in the operative complaint and for any other claims or causes of action that could have been alleged based upon the facts alleged in the operative complaint (“Released Claims”). The Released Claims include, without limitation, claims for failure to reimburse for necessary business expenses, including but not limited to mileage, home internet, home telephone, cellular telephone, home utilities, office supplies and equipment, and cost of space for home office, and claims for unfair business practices for the forgoing alleged violations, as well as any other state or federal law, statute, regulation, or ordinance imposing liability and/or obligations that could be brought based on the factual allegations in the Operative Complaint. This release shall run through the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and SEDGWICK has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against SEDGWICK, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against SEDGWICK or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and estates, the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, penalties, attorneys’ fees, damages, action or causes of action, and liabilities that could have been recovered under PAGA for violations of Labor Code section 2802 as alleged in Plaintiff’s letter to the LWDA dated February 23, 2021 and the operative complaint, including claims for failure to reimburse for necessary business expenses, including but not limited to mileage, home internet, home telephone, cellular telephone, home utilities, office supplies and equipment. This release shall run through the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Work From Home Months worked by all Participating Class Members, and (b) multiplying the result by the number of Work From Home Months worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Work From Home Months worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Work From Home Months worked by each individual Aggrieved Employee.
3. Work From Home Month Challenges. The number of Class Work From Home Months you worked during the Class Period and the number of PAGA Work From Home Months you worked during the PAGA Period, as recorded in SEDGWICK's records, are stated in the first page of this Notice. You have until February 20, 2023 to challenge the number of Work From Home Months credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SEDGWICK's calculation of Work From Home Months based on SEDGWICK's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Work From Home Month challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and SEDGWICK's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Altschuler v. Sedgwick*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Your Request for Exclusion must be sent to the Administrator by February 20, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and SEDGWICK are asking the Court to approve. At least three weeks before the **May 3, 2023** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.phoenixclassaction.com/altschuler-v-sedgwick/> or the Court's website www.lacourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is February 20, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Altschuler v. Sedgwick*, and include your name, current address, telephone number, and approximate dates of employment for SEDGWICK and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on May 3, 2023, at 10:30 a.m. in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.phoenixclassaction.com/altschuler-v-sedgwick/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SEDGWICK and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at <https://www.phoenixclassaction.com/altschuler-v-sedgwick/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV06933. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Rebecca Gundzik
rebecca.gundzik@gghllp.com
Gundzik Gundzik Heeger LLP
14011 Ventura Blvd., Suite 206E
Sherman Oaks, CA 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

Daniel M. Holzman
dholzman@caskeyholzman.com
Caskey & Holzman
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Settlement Administrator:

Phoenix Settlement Administrators
Email Address: notice@phoenixclassaction.com
Mailing Address: P.O. Box 7208, Orange, CA 92863
Telephone: 800-523-5773
Fax Number: 949-209-2503

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov> for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

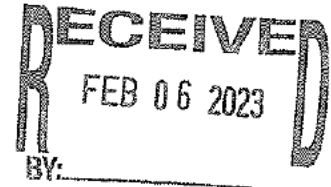
EXHIBIT B

NOTICE TO OPT OUT OF CLASS SETTLEMENT

3 February 2023

Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

RE: Altschuler vs. Sedgwick Claims Management Services, Inc.
Case No. 21STCV06933



Dear Settlement Administrator;

I received your letter of eligibility to participate in an employee class action against Sedgwick. According to your records I qualify as a Class Member in the class action lawsuit because I worked from home during the class period and I have certain expenses which may or may not have been reimbursed by Sedgwick.

I understand that to "opt-out" of the lawsuit I must send a written Request for Exclusion. By way of this letter I am notifying Phoenix that I wish to be excluded from the Class Settlement.

I understand that by opting out of the Class Settlement I will no longer be eligible to participate in any settlement obligations and I cannot object to any portion of the proposed settlement. I further understand that I cannot be excluded from the PAGA portion of the proposed settlement, and Sedgwick must pay individual PAGA payments to all aggrieved employees and the aggrieved employees must give up their rights to pursue release claims.

Please make any PAGA checks payable to: Michael D. Baril

Please mail any PAGA checks to: Michael Baril, [REDACTED]

I trust this letter is sufficient Notice but nevertheless ask you to contact me directly if you require anything further to finalize my exclusion in this matter.

Respectfully Submitted,

Michael Baril, SUI JURIS
[REDACTED]
emailbaril@gmail.com

Monica Huerta

From: Notice PSA
Sent: Friday, February 3, 2023 4:27 PM
To: Monica Huerta
Subject: ALSCMGT1240 Michael Baril
Attachments: NOTICE TO OPT OUT OF CLASS SETTLEMENT.pdf

Sincerely,



Misty Lundquist
Specialist, Production & Relations

Ofc: 800-523-5773
Fax: 949-209-2503
adminassistant@phoenixclassaction.com | www.phoenixclassaction.com
PO BOX 7208
Orange, CA 92863

CONFIDENTIALITY NOTICE: This e-mail, and any attached documents, files or previous e-mail messages, is intended for the addressee only. E-mail may contain confidential information that is legally privileged. Do not read this e-mail if you are not the intended recipient. If you are not the intended recipient of this e-mail, you are hereby notified that any disclosure, copying, distribution or use of any information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply e-mail and destroy the original transmission and its attachments without reading, saving or copying any of it. Thank you.

From: M <emailbaril@gmail.com>
Sent: Friday, February 3, 2023 4:12 PM
To: Notice PSA <notice@phoenixclassaction.com>
Subject: Altschuler vs. Sedgwick Claims Management Services, Inc. Case No. 21STCV06933

Dear Settlement Administration

The purpose of this email is to notify Phoenix Settlement Administrators that Michael Baril of Encinitas CA wishes to be excluded from the class action lawsuit.

Please see attached NOTICE TO OPT OUT OF CLASS SETTLEMENT

Respectfully

Michael Baril

Monica Huerta

From: Admin Assistant
Sent: Thursday, January 19, 2023 12:55 PM
To: Monica Huerta
Subject: FW: Altschuler v Sedgwick Claims Management Services Inc 21STCV06933

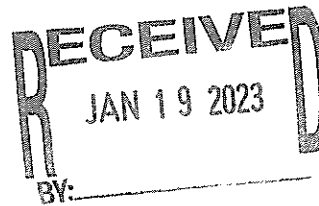
OPT Out..
ALSCMGT1304, William T Beirne

Sincerely,



Misty Lundquist
Specialist, Production & Relations

Ofc: 800-523-5773
Fax: 949-209-2503
adminassistant@phoenixclassaction.com | www.phoenixclassaction.com
PO BOX 7208
Orange, CA 92863



CONFIDENTIALITY NOTICE: This e-mail, and any attached documents, files or previous e-mail messages, is intended for the addressee only. E-mail may contain confidential information that is legally privileged. Do not read this e-mail if you are not the intended recipient. If you are not the intended recipient of this e-mail, you are hereby notified that any disclosure, copying, distribution or use of any information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply e-mail and destroy the original transmission and its attachments without reading, saving or copying any of it. Thank you.

From: Beirne, Will <William.Beirne2@sedgwick.com>
Sent: Thursday, January 19, 2023 9:00 AM
To: Notice PSA <notice@phoenixclassaction.com>
Subject: Altschuler v Sedgwick Claims Management Services Inc 21STCV06933

Good morning,

This is a Request for Exclusion on this case. I never worked from home. My name is William T Beirne

Thank you,

Will Beirne | Claims Assistant

Sedgwick

DIRECT 916-636-1577 | FAX: 859-264-4368
EMAIL William.Beirne2@sedgwick.com

www.sedgwick.com | Caring counts®

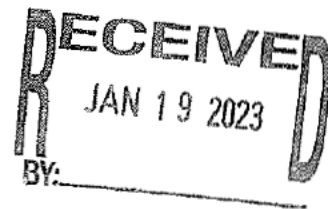
Dear Phoenix Settlement Administrators,

My name is Noel Jensen. I have received the class action notice for the case, Altschuler v. Sedgwick Claims Management Services, Inc. I wish to be excluded from the class settlement.

Thank you,


Noel Jensen

DOE: January 1, 2020, - September 18, 2022



B. JAMES FITZPATRICK
CHARLES SWANSTON
ALISON L. BAKER
LAURA L. FRANKLIN

FITZPATRICK & SWANSTON
ATTORNEYS AT LAW
555 South Main Street
Salinas, California 93901
Telephone: 831.755.1311
Facsimile: 831.755.1319

DESIGNATION OF ATTORNEY

Pursuant to California Code of Regulations, Title 10, Chapter 5, Sub-chapter 8, Section 2695.2(c), I, Noel Jensen, do hereby designate the law office of FITZPATRICK & SWANSTON (hereinafter referred to as "Attorney") as my attorney in order to handle my claim against the parties legally responsible for any claim arising out of my employment. Please address all correspondences involving this claim to:

Fitzpatrick & Swanston
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

This Designation is valid until my claim is settled, unless canceled in writing by me or my Attorney. A photocopy of this fully executed Designation of Attorney is to have the same force and effect as the original.

Dated: November 28, 2022



Noel Jensen

B. JAMES FITZPATRICK
CHARLES SWANSTON
ALISON L. BAKER
LAURA L. FRANKLIN

FITZPATRICK & SWANSTON
ATTORNEYS AT LAW
555 South Main Street
Salinas, California 93901
Telephone: 831.755.1311
Fax: 831.755.1319

January 19, 2023

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: 800-523-5773
Fax: 949-209-2503

Re: *Altshuler v. Sedgwick Claims Management Services, Inc.*
Our client: Noel Jensen
Our File No.: J0025-600

Dear Claims Administrator:

Enclosed please find the opt-out letter for Noel Jensen, as well as a designation of attorney. In the future, please address any correspondence to our office.

If you have any questions, please contact our office.

Very truly yours,



B. James Fitzpatrick

BJF/jm
Enclosure

Monica Huerta

From: eFax <message@inbound.efax.com>
Sent: Thursday, January 19, 2023 2:46 PM
To: Julie Keller; Lynn Pineda; Melissa Meade; Monica Huerta
Subject: eFax message from "unknown" - 4 page(s), Caller-ID: 18317551319
Attachments: FAX_20230119_1674168367_749.pdf



You have a new fax! Click the attachment to view.

You can also view your faxes in the eFax mobile app or by [logging in to your account online](#).

Fax Details

Caller ID: 18317551319
Date Received: 2023-01-19 22:46:07 GMT
Type: Attached in pdf
Number of pages: 4
Reference #: use1b.prod.afc_did10-1674168318-19492092503-749

If you have any questions, please visit our [online help center](#) or contact [Customer Support](#).

Thank you for choosing eFax!

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Mobile Apps



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700 S. Flower St., 15th Floor, Los Angeles, CA 90017

This account is subject to the terms listed in the eFax [Customer Agreement](#).

FITZPATRICK & SWANSTON

B. JAMES FITZPATRICK
CHARLES SWANSTON
LAURA L. FRANKLIN
ALISON L. BAKER

ATTORNEYS AT LAW
555 South Main Street
Salinas, California 93901
Telephone: 831.755.1311
Facsimile: 831.755.1319

January 19, 2023

FACSIMILE TRANSMITTAL SHEET

TO:
Phoenix Settlement Administrators

FROM:
B. James Fitzpatrick

FAX NUMBER:
949-209-2503

TOTAL NO. OF PAGES INCLUDING COVER:
4

REGARDING:
Noel Jensen's Opt-out Letter

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

DOCUMENTS:

Letter of today's date.

NOTES/COMMENTS:

CONFIDENTIALITY: This fax and any attachments hereto have been sent by a law office. They are intended only for use by the addressee(s) named herein and contain *legally privileged* and/or *confidential* information. If you are not the intended recipient of this fax, you are hereby notified that any dissemination, distribution or copying of this fax, and any attachments thereto, is strictly prohibited. If you are not the intended recipient of this fax or have otherwise received this fax in error, please immediately notify Josie Favila by telephone at (831) 755-1311 or by fax at (831) 755-1319, destroy or return any print of this fax.

EXHIBIT C



Class Size:	<u>3861</u>
Class Period:	<u>2/23/2017 - 11/28/2022</u>
PAGA Period:	<u>2/23/2020 - 11/28/2022</u>
Opt-Out Deadline:	<u>2/20/2023</u>
Final Approval Hearing:	<u>5/3/2023</u>

Report Date:
Friday, March 3, 2023

Weekly Report
For
Altschuler v. Sedgwick Claims Management Services, Inc.

MAILINGS

Notice Mailing Date:	<u>1/6/2023</u>	Total Notices Mailed:	<u>3861</u>
Notices Returned:	<u>68</u>	Notices Requested:	<u>9</u>
Notices Traced:	<u>66</u>	Notices Retailed:	<u>65</u>
Notices Forwarded:	<u>2</u>	Notices Returned 2nd Time:	<u>0</u>
		Notices Undeliverable:	<u>10</u>

OPT-OUTS

Opt-Outs Received:	<u>3</u>	Dispute:	<u>2</u>
Deficient:	<u>0</u>	Invalid:	<u>0</u>
% of Class Submitted Opt-Out:	<u>0.08 %</u>	Late:	<u>0</u>
		Objections:	<u>0</u>

Thank you for choosing Phoenix Settlement Administrators (PSA) to work with you on this matter.
Please feel free to contact us at 800-523-5773 with any questions.

*Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863
Phone: 800-523-5773 Fax: 949-209-2503
www.phoenixclassaction.com*

EXHIBIT D



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	3,800
Opt Out Rate	1%
Opt Outs Received	38
Total Class Claimants	3,762
Subtotal Admin Only	\$26,000.00

Not-to-Exceed Total \$26,000.00

For 3800 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

August 8, 2022

Case: Altschuler v. Sedgwick Opt-Out

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Aaron C. Gundzik

Firm: Gundzik Gundzik Heeger LLP

Contact Number: (213) 542-2128

Email: aaron.gundzik@gghllp.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 3800 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$111.98	1	\$111.98
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$300.00	1	\$300.00
Total			\$1,043.98

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.25	3,800	\$950.00
Notice Packet & Opt-Out Form	\$1.15	3,800	\$4,370.00
Estimated Postage (up to 2 oz.)*	\$0.61	3,800	\$2,318.00
Static Website	\$175.00	1	\$175.00
Total			\$8,113.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.00	760	\$760.00
Remail Notice Packets	\$1.15	760	\$874.00
Estimated Postage	\$0.61	760	\$463.60
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$2,417.60

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	4	\$400.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	38	\$380.00
Case Manager	\$85.00	2	\$170.00
Total			\$1,260.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	4	\$540.00
Disbursement Review	\$135.00	4	\$540.00
Programming Manager	\$95.00	4	\$380.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.00	3,762	\$3,762.00
Estimated Postage	\$0.61	3,762	\$2,294.82
Total			\$8,341.82

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	4	\$400.00
Remail Undeliverable Checks (Postage Included)	\$1.50	752	\$1,128.60
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$2,500.00	1	\$2,500.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	0	\$0.00
Estimated N/A Total Class Members			
Total			\$4,823.60

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$26,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

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 PHOENIX SETTLEMENT ADMINISTRATORS 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**

Caskey & Holzman

Cory Barari, Esq. (nbarari@caskeyholzman.com)
Marshall Caskey, Esq. (mcaskey@caskeyholzman.com)
Daniel Holzman, Esq. (dholzman@caskeyholzman.com)
24025 Park Sorrento, Suite 400
Calabasas, CA 91302
Phone: (818) 657-1070
Fax: (818) 297-1775

Representing: Todd Altschuler, et al.

Gundzik Gundzik Heeger LLP

Aaron Gundzik, Esq. (aaron.gundzik@gghllp.com)
Rebecca Gundzik, Esq. (rebecca.gundzik@gghllp.com)
14011 Ventura Boulevard, Suite 206E
Sherman Oaks, CA 91423
Phone: (818) 290-7461

Representing: Todd Altschuler, et al.

Wilson Turner Kosmo, LLP

Lois Kosch, Esq. (lkosch@wilsonturnerkosmo.com)
Meryl Maneker, Esq. (mmaneker@wilsonturnerkosmo.com)
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402 West Broadway, Suite 1600
San Diego, CA 92101
Phone: (619) 236-9600
Fax: (619) 236-9669

Representing: Sedgwick Claims Management Services, Inc.