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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 AARON
GUNDZIK 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, Aaron C. Gundzik, declare as follows:

2 1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiff
3 Todd Altschuler. This Declaration is submitted in support of Plaintiff's Motion for Final
4 Approval of Class Action and PAGA Settlement.

5 2. I am admitted to practice law in the state of California. I have personal
6 knowledge of the matters set forth herein, and, if called as a witness, could competently
7 testify thereto.

8 3. I am familiar with California law governing reimbursements owed to
9 employees, including but not limited to California Labor Code Sections, 2802 and 2698 *et*
10 *seq.*, California Business and Profession Codes 17200 *et seq.*, and the Wage Orders of the
11 Industrial Welfare Commission.

12 4. There are no conflicts that would prevent me from serving as Class Counsel
13 in this matter.

14 **Procedural Information**

15 5. Plaintiff Todd Altschuler filed his initial complaint against Defendant
16 Sedgwick Claims Management Services, Inc. ("Defendant" or "Sedgwick") on February 23,
17 2021.

18 6. On May 21, 2021, Plaintiff filed his First Amended Complaint, which is the
19 operative complaint. The FAC asserts causes of action for: (1) failure to reimburse necessary
20 expenditures; (2) violation of the Unfair Practices Act, Cal. Bus. & Prof. Code §§ 17200, *et*
21 *seq.*; and (3) recovery of civil penalties under the California Labor Code Private Attorneys'
22 General Act ("PAGA").

23 **Investigation and Discovery Prior to Settlement**

24 7. Rebecca Gundzik and I, and our co-counsel Dan Holzman, have been directly
25 involved in all aspects of this case on behalf of Plaintiff. In that regard, we have extensively
26 investigated Plaintiff's claims against Defendant. We have engaged in formal and informal
27 discovery. We obtained from Defendant and then reviewed and analyzed numerous
28 handbooks and policies and other documents and information on class member

1 reimbursements. We also obtained class member contact information and interviewed
2 approximately 90 class members. We have also investigated and compiled publicly
3 available information about Defendant.

4 8. I also met and conferred extensively with Defendant's counsel regarding the
5 scope and type of additional documents and information Plaintiff was seeking in advance of
6 the mediation. As a result of these negotiations, Defendant provided additional information
7 including, the number of Class Members and PAGA Aggrieved Employees, total Class
8 Member work from home months, total PAGA Aggrieved Employee work from home
9 months, and the types and amounts of expense reimbursements made to the class during the
10 class period.

11 9. I and my litigation team have reviewed and analyzed the records and
12 information produced by Defendant together with the information provided by our client, to
13 assess Defendant's potential liability and prepare an estimate of the damages incurred by the
14 Class and the PAGA Aggrieved Employees.

15 10. I and my co-counsel consulted with Plaintiff extensively in order to
16 investigate the facts before filing the Complaint and First Amended Complaint. We
17 continued to consult with him prior and subsequent to the mediation regarding the forgoing
18 issues. Mr. Altschuler provided us with numerous details about his experience working for
19 Defendant. And he attended the mediation and was available the entire day to respond to
20 questions posed by the mediator.

21 11. Based upon our investigation, we made the following contentions: During the
22 Class Period, Sedgwick has been in the business of providing claims management services
23 to its customers in California and elsewhere. Plaintiff is currently employed by Sedgwick as
24 a Disability Representative Senior. He has worked for Sedgwick since 2009. He has worked
25 from home since about 2013.

26 12. Plaintiff alleged that during most of the Class Period, which begins on
27 February 23, 2017, Defendant did not reimburse him and other class members at all for their
28 home internet and telephone and other expenses. In or about March 2020, most Sedgwick

1 employees in California began working from home due to the pandemic. In about March
2 2021, Sedgwick adopted a policy that provides for reimbursement of work-from-home
3 employees' home internet and telephone at a rate of up to \$40 per month. This policy was
4 not retroactive, and employees could not seek reimbursement for such expenses incurred
5 prior to February 2021. Notwithstanding this policy, Plaintiff contends that the time-
6 consuming process for seeking reimbursement discourages many employees from doing so
7 and as a result, the vast majority of work-from-home employees still did not receive expense
8 reimbursements from Sedgwick.

9 **Summary of Settlement Negotiations**

10 13. On June 9, 2022, I, Rebecca Gundzik, our co-counsel, Daniel Holzman and
11 Plaintiff Todd Altschuler, as well as Defendant and Defendant's counsel, attended a
12 mediation session with Gig Kyriacou. Mr. Kyriacou has substantial experience mediating
13 wage and hour class actions like this one. The case did not settle at the mediation. However,
14 the mediator continued to engage the parties and their counsel. On June 17, 2022, the
15 mediator issued a settlement proposal to the parties. The proposal, which is the settlement
16 currently before the Court, was accepted by the parties in early July 2022.

17 14. The settlement was negotiated at arms' length and was in no sense collusive.

18 15. I, Ms. Gundzik, our co-counsel and our client concluded, after taking into
19 account the sharply disputed factual and legal issues involved in the lawsuit, the risks
20 attending further prosecution, and the substantial benefits to be received pursuant to the
21 compromise and settlement of the action, that the settlement is in the best interests of the
22 Class and is fair and reasonable. We also considered the possibility that the Class would not
23 be certified and factored in the additional delay in recovery for Class members if the
24 settlement were rejected and the case went to trial.

25 16. The terms of the Settlement were memorialized in the Class Action and
26 PAGA Settlement Agreement and Class Notice which was attached as Exhibit 2 to my
27 declaration in support of Plaintiff's Motion for Preliminary Approval, which was filed with
28 the Court on November 1, 2022.

1 17. On November 22, 2022, the Court issued a Checklist and Minute Order
2 requesting further briefing regarding the items listed on the Checklist.

3 18. On November 23, 2022, I filed a supplemental declaration which attached as
4 Exhibit B the parties' First Amended Class Action and PAGA Settlement Agreement and
5 Class Notice (hereafter referred to as the "Settlement Agreement"), which is attached hereto
6 as **Exhibit 1**. The revised class notice is included at the end of the Settlement Agreement.

7 19. Pursuant to the terms of the proposed settlement, Defendant will pay a Gross
8 Settlement Amount (GSA) of \$4,000,000. After proposed deductions, as approved by the
9 Court, the Net Settlement Amount will be approximately \$2,566,450.34, all of which will be
10 available to distribute to settlement Class members. The parties propose making the
11 following payments from the GSA:

12 (a) Settlement Administration costs of \$26,000;

13 (b) a Service and Release Award to Representative Plaintiff Todd Altschuler
14 in the amount of \$10,000;

15 (c) Class Counsel's Attorneys' Fees not to exceed one-third of the GSA, in
16 the amount of \$1,333,333;

17 (d) Class Counsel's actual litigation costs and expenses in the amount of
18 \$14,216.66; and

19 (e) An allocation of \$50,000 to Plaintiff's PAGA claims (the "PAGA
20 Amount"), seventy-five percent (75%) of which will be paid to the
21 California Labor and Workforce Development Agency (the "LWDA
22 Payment"), and the remaining twenty-five percent (25%) of which will be
23 distributed to the Aggrieved Employees. See Ex. 1, ¶ 1.34.

24 The remaining Net Settlement Amount of \$2,566.450.34 will be distributed to the settlement
25 Class Members according to the formula in the Settlement Agreement, not including the
26 amounts owed to them as Aggrieved Employees. See Ex. 1, ¶ 3.

27 20. As compensation for his efforts, the Settlement Agreement provides that a
28 Class Representative Service and Release Award in the amount of \$10,000 will be requested

1 for the representative Plaintiff, Todd Altschuler. This award is in recognition of the
2 significant time Mr. Altschuler expended pursuing this action and assisting our efforts with
3 the case, and in recognition of the expanded general release that he is required to provide, as
4 part of the Settlement. Mr. Altschuler spent a great deal of time consulting with us in order
5 to investigate the facts before we filed the Complaint and amended pleadings and consulted
6 with us extensively prior and subsequent to the mediation. He provided us with numerous
7 details about his experience working for Defendant and missed a full day of work to attend
8 the mediation. Mr. Altschuler contributed a substantial amount of time meeting with us,
9 reviewing documents, producing documents, attending the mediation, monitoring the
10 progress of the litigation with counsel, and reviewing and signing the Memorandum of
11 Understanding and the two Settlement Agreements. Plaintiff's presence at the mediation was
12 invaluable, as he was able to provide us a great deal of additional information that was
13 extremely helpful for our negotiations. As an additional requirement to receiving the
14 proposed Class Representative Service and Release Award, Plaintiff is required to sign a
15 broad general release which includes a waiver of Section 1542 of the California Civil Code.

16 **Analysis of Value of Claims**

17 21. The First Cause of Action is for failure to reimburse employees for necessary
18 expenses in violation of Labor Code section 2802. That section provides, in part: "An
19 employer shall indemnify his or her employee for all necessary expenditures or losses
20 incurred by the employee in direct consequence of the discharge of his or her duties, or of
21 his or her obedience to the directions of the employer." Cal. Lab. Code § 2802(a). Plaintiff
22 contends that all class members have worked from home for Defendant at some point during
23 the Class Period, that they worked from home at the direction of Defendant and that they
24 incurred certain expenses that were necessary for them to perform their jobs. There are five
25 components to this claim: (1) internet and telephone; (2) supplies and equipment; (3) home
26 power; (4) home rent; and (5) mileage. Prior to mediation, defense counsel advised us that
27 during the Class Period, approximately 3,740 employees worked from home at some point
28 during the Class Period and that the total number of work from home months was 81,729.

1 Defendant also advised that during the Class Period, it has provided some internet/phone
2 reimbursements to employees and that the average amount paid for a month was \$64.07.
3 Based upon these figures, Plaintiff contends Defendant should have paid class members a
4 total of \$5,236,377 during the class period. The claim for equipment and supplies
5 encompasses furniture, electronic equipment and office supplies. In interviews, class
6 members reported having to purchase desks, chairs and other equipment at the cost of about
7 \$150 per class member. Accordingly, we estimate the maximum value of this claim to be
8 \$561,000 ($\$150 \times 3,740$ class members = \$561,000). Employees also had to use electricity
9 to power their computers and other devices while they worked from home. To estimate the
10 value of this claim, based upon information obtained from class members, we assumed an
11 average power bill of about \$300 and assumed that approximately 5% of the monthly power
12 usage was necessary for work. Thus, the maximum total owed on this part of the claim is
13 estimated to be \$1,225,935 ($\$300 \times 5\% \times 81,729$ months). Finally, we claimed the rental
14 value of class members' home offices. To estimate the potential value of this claim, we
15 assumed that class members worked from home in a 50 square foot area. According to
16 Zillow, the average rental rate in California as of December 2020 was \$2.015 per square
17 foot. Thus, the estimated monthly value per class member is \$100.75 ($\2.015 per sq. ft. $\times$ 50
18 sq. ft. = \$100.75) and the total value to the class is estimated to be about \$8.2 million
19 ($\$100.75 \times 81,729$ months = \$8,234,196.75). The final aspect of our reimbursement claim is
20 for vehicle mileage. Most Class Members reported to us that they were reimbursed for
21 mileage. Based on that, we believe that this claim has a maximum value of about \$100,000
22 and the minimum value is zero. Our damages analysis also considered that Defendant had
23 made some reimbursements to employees for some expenses incurred during the class
24 period. Such reimbursements total \$1,024,960 (\$429,878.13 for supplies and equipment and
25 \$595,082.16 for internet and telephone) and must be subtracted from our estimated
26 maximum value. Accordingly, based upon the forgoing, the estimated maximum value of
27 the First Cause of Action is \$14,332,550 ($\$5,236,377 + \$8,234,198 + \$561,000 +$
28 $\$1,225,935 + \$100,000 - \$1,024,960 = \$14,332,550$).

1 22. In assessing the value of this cause of action, we also considered the strength
2 of Sedgwick's defenses to this claim. We were particularly concerned about the legal
3 viability of our claims for power and home office rental value, as we were unable to find any
4 precedent supporting these aspects of our claim. Moreover, all aspects of this claim, and in
5 particular the claims to entitlement for reimbursement of power, rent and supplies and
6 equipment, might require the determination of too many individual issues to justify class
7 certification. As a result, we believe that this cause of action has a minimum value of about
8 \$2 million.

9 23. The Second Cause of Action is for violation of Business & Professions Code
10 section 17200, et seq. The purpose of this cause of action is to extend the statute of
11 limitations for Plaintiff's First Cause of Action from three years to four years. Thus, because
12 this cause of action is derivative of Plaintiff's First Cause of Action, the damages available
13 under this cause of action have already been analyzed or are duplicative of the damages
14 discussed above.

15 24. The Third Cause of Action is for recovery of civil penalties under PAGA for
16 the forgoing alleged Labor Code violations. The PAGA claim is limited in time to one year.
17 The strength of the PAGA claim would be impacted by the factors discussed above for the
18 non-PAGA claims. Unlike the Labor Code's requirements for timing of wage payments,
19 Labor Code section 2802 does not specify when reimbursement payments are due. Thus,
20 while there is a possibility of a higher PAGA recovery, we believe it to be most likely that
21 the Court would find one violation per employee. Moreover, I concluded that even if
22 Plaintiff was successful on this claim through trial, the Court may well have exercised its
23 discretion under PAGA and significantly reduced the penalties. Cal. Labor Code
24 §2699(e)(2). In addition, the settlement was primarily directed at recovering unpaid expense
25 reimbursements and associated penalties and interest owed to class members and the bulk of
26 the settlement funds were intended to compensate for these unpaid amounts. Based on these
27 factors, I believe that the maximum reasonable value of the PAGA claim is \$358,600. This
28 amount assumes a \$100 penalty for each employee (\$100 x 3,586 PAGA employees =

1 \$358,600). And we believe that the minimum value of the PAGA cause of action is nothing.
2 I therefore concluded that the \$50,000 that the parties allocated to PAGA, \$37,500 of which
3 will be paid to the LWDA, is a reasonable settlement of that claim.

4 25. Based upon the forgoing, I determined that the class claims in this case had a
5 minimum value of \$2 million and a maximum estimated value of about \$14.3 million, not
6 including the PAGA penalties. Assuming a class of 3,861, the reasonable estimate of the
7 average amount that Class members could have obtained if Plaintiff prevailed at trial on
8 behalf of the entire Class, if the Class was certified, would be a minimum of about \$518.00
9 and a maximum of about \$3,707.70. However, the maximum amount is almost never
10 recovered at trial and never in a settlement. Settlements, by their nature, must account for
11 the weaknesses in a plaintiff's case, which are discussed above. Indeed, because Defendant
12 raised a colorable legal or factual defense to each of the claims Plaintiff alleged, it is
13 possible that, after trial, the Class would recover nothing.

14 26. The PAGA settlement satisfies the criteria in *Moniz v. Adecco USA, Inc.*, 72
15 Cal. App. 5th 56, 77 (2021), because "it is fair, reasonable, and adequate in view of PAGA's
16 purposes to remediate present labor law violations, deter future ones, and to maximize
17 enforcement of state labor laws." In our settlement, \$50,000 is allocated to Plaintiff's PAGA
18 claim. In conjunction with the class settlement, this settlement will serve to remediate
19 Defendant's alleged Labor Code violations. Given that Defendant will be paying
20 \$4,000,000 as a result of the alleged violations, the class and PAGA settlement is a large
21 disincentive for Defendant to engage in similar Labor Code violations in the future. And,
22 because Defendant is aware that we have spoken with class members and aggrieved
23 employees as a result of the litigation and because all class members will receive a Class
24 Notice with our contact information, those employees will know to contact us in the future if
25 Defendant attempts to engage in similar practices. These factors—the payment of a large
26 sum and employee notice of violations and potential violations—serve to maximize
27 enforcement of state labor laws. Also, unlike in *Moniz*, here there is no unsubstantiated and
28 disproportionate allocation of civil penalties between different groups of employees. All

1 Aggrieved Employees will receive an allocation of PAGA civil penalties based on the
2 number of qualifying months that they worked for Defendant.

3 27. If the settlement is not approved, Plaintiff would need to move forward with
4 discovery and then move for class certification. Defendant will oppose certification on the
5 grounds that numerous individualized fact issues allegedly exist. Defendant will argue and
6 could succeed in claiming that these individualized issues overwhelm common issues,
7 and/or that the action is not manageable on a class wide basis. The result could be that the
8 case would not be certifiable as a class action.

9 28. Even if we proceeded and the Class is certified, significant risks would
10 remain. At trial Defendant could interpose a successful defense which could either cause the
11 Court to decertify the Class or cause the jury to reject Plaintiff's claims or award the Class
12 only a small amount of the damages sought. And, even if the Class ultimately prevailed,
13 most of the Class Members would have to wait years before they received any payment from
14 the lawsuit.

15 29. After analyzing and weighing the evidence discussed above as well as the
16 legal issues, we concluded that the settlement of \$4,000,000, of which \$50,000 will be
17 allocated to Plaintiff's PAGA claim, represents a fair and reasonable discount from the
18 realistic recovery. We firmly believe that amount is the most that Defendant was willing to
19 pay at this stage of the case and that if we had rejected that amount, we would have been
20 forced to seek class certification, and subject the Class to the risk of losing at any stage of
21 the process. The settlement will allow the parties to avoid the expense and time
22 commitments of continued litigation and provides a significant benefit for the Class, the
23 LWDA and the Aggrieved Employees which would not otherwise have been available
24 unless a settlement was reached. Based on my experience, I am of the opinion that a gross
25 settlement of \$4,000,000 is within the "ballpark" of a fair, reasonable and adequate
26 settlement.

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1 indication that the settlement is fair and adequate, and that Class Members believe it to be
2 so.

3 36. During the notice process, we were advised of 17 disputes from Class
4 Members regarding the number of their Work From Home Months. We communicated with
5 those Class Members and worked with them and the TPA to make sure their disputes were
6 considered. All but one of those disputes were accepted.

7 37. The Settlement Agreement, at Paragraph 8, includes an escalator clause
8 whereby the Gross Settlement Amount would increase if the total Class Member Work From
9 Home Months exceeded 89,902.56. The escalator clause was not triggered because total
10 Work From Home Months were 85,383.

11 **Request for Attorneys' Fees and Costs**

12 38. The preliminarily approved settlement provides for the payment of up to one
13 third of the gross settlement amount (\$1,333,333) to Class Counsel for attorneys' fees and
14 up to \$25,000 for Class Counsel's reasonable costs and expenses, \$14,216.66 of which Class
15 Counsel had expended or will expend in connection with this lawsuit. This request is fair,
16 reasonable and adequate to compensate Class Counsel for the substantial work we have put
17 into this case and the risk we assumed by taking it. The attorneys' fees award is intended to
18 reimburse Class Counsel for all the uncompensated work that we have already done and for
19 all the work we will continue to do in carrying out and overseeing the administration of the
20 settlement. We are requesting that the Court compensate Class Counsel on a contingency
21 basis in light of the benefit provided to the Class and because a lodestar analysis confirms
22 the reasonableness of the contingency fee.

23 **A. Summary of Class Counsel's Experience**

24 39. I graduated from the University of Southern California Law School in 1987
25 and have been a member of the California bar since 1987. For my first 14 years of practice, I
26 worked in the Los Angeles office of a large international law firm, then known as LeBoeuf,
27 Lamb, Greene & MacRae, first as an associate and then as an equity partner. I left that firm
28 in 2001 and formed Cotton & Gundzik LLP. In 2012, I joined Gartenberg Gelfand Hayton

1 LLP, and in January of 2020, I formed Gundzik Gundzik Heeger LLP (“GGH”). Throughout
2 my career, I have been involved in the litigation of complex cases, including securities,
3 consumer and wage and hour class actions. Presently, I and my partner, Rebecca Gundzik,
4 are Plaintiff’s counsel in approximately ten class actions in various stages of litigation. I
5 have served as class counsel in numerous wage and hour class actions that have already
6 settled and successfully represented a class of service technicians at trial and through appeal
7 in *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36 (2013). The *Gonzalez* case
8 helped develop the law regarding an employee’s right to be separately paid for their
9 nonproductive time and is one of the bases for Labor Code section 226.2.

10 40. Rebecca Gundzik, who is also a partner at my law firm, has worked with me
11 extensively on this case. Ms. Gundzik graduated from the University of Southern California
12 Law School in 1988 and has been a member of the California bar since 1988. In her 34-year
13 legal career, Ms. Gundzik worked at Loeb & Loeb and worked at Allen Matkins Leck
14 Gamble Mallory & Natsis LLP for fifteen years. Ms. Gundzik has also had significant
15 experience with complex cases, including real estate, business, and consumer and wage and
16 hour class actions. Ms. Gundzik works with me on all of my class action matters and was
17 my co-counsel at the trial of *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36
18 (2013).

19 41. I and and/or Rebecca Gundzik and I have been appointed as class counsel in
20 the following wage and hour class actions:

- 21 a. *Gonzalez v. Downtown LA Motors*, 215 Cal. App. 4th 35 (2013)
- 22 b. *Aboyte v. Sunrise Ford, Inc.*, Los Angeles County Superior Court Case No.
23 BC521274
- 24 c. *Alshamri v. Ford of Santa Monica, Inc.*, Los Angeles County Superior Court
25 Case No. BC529007
- 26 d. *Bromberg v. Fidelity National Information Services*, C.D. Cal. No. 2:15-CV-
27 7930

- 1 e. *Burciaga v. Superior Thread Rolling Company*, Los Angeles County
2 Superior Court Case No. BC585143
- 3 f. *Centino v. Arrowhead Products Corporation*, Orange County Superior Court
4 Case No. 30-2018-00988493
- 5 g. *Caesar-Roden v Yoga Works, Inc.*, Los Angeles County Superior Court Case
6 No. BC711991
- 7 h. *Claim Jumper Restaurants Wage and Hour Cases*, JCCP No. 4916
- 8 i. *ClubCorp Wage and Hour Cases*, Orange County Superior Court Case No.
9 30-2-2—01137085 (JCCP No. 5138)
- 10 j. *Cypress Security Wage and Hour Cases*, Los Angeles County Superior Court
11 Case No. BC672405 (JCCP No. 4963)
- 12 k. *Dittmar v. Costco*, S.D. Cal. No. 3-14-CV-1156
- 13 l. *Franco v. Gentry Brothers, Inc.*, Los Angeles County Superior Court Case
14 No. BC586571
- 15 m. *Gallegos v. EC Holdings Inc.*, Los Angeles County Superior Court Case No.
16 BC616867
- 17 n. *Gonzales v. Manrika, Inc.*, Los Angeles County Superior Court Case No.
18 BC570534
- 19 o. *Grieg v. Food on Time, Inc.*, at al., Los Angeles County Superior Court Case
20 No. BC684566
- 21 p. *Guillen v. Grasshopper House, LLC*, Los Angeles County Superior Court
22 Case No. BC685116
- 23 q. *Hall v. Culpepper & Associates Security Services, Inc.*, Los Angeles County
24 Superior Court Case No. 20STCV15317
- 25 r. *Haskins v. Walmart, et al.*, San Diego County Superior Court Case No. 37-
26 2019-00020149-CU-OE-NC
- 27 s. *Hamilton v. BlueMercury, Inc.*, Los Angeles County Superior Court Case No.
28 BC625829

- 1 t. *Henriquez v. NGU Transport LLC*, Los Angeles County Superior Court No.
2 BC714165
- 3 u. *Hernandez v. The Bicycle Casino LP*, Los Angeles County Superior Court
4 Case No. BC628414
- 5 v. *Honeine v. PMB Motorcars, LLC*, Los Angeles County Superior Court Case
6 No. BC530827
- 7 w. *Hughes v. Jeffrey Lee Galitz, M.D., a Prof. Med. Corp.*, Los Angeles County
8 Superior Court Case No. 21STCV30732
- 9 x. *Jimenez v. El Proyecto Del Barrio, Inc.*, Los Angeles County Superior Court
10 No. 19STCV18696
- 11 y. *Jimenez v. PPG Industries, Inc.*, Los Angeles County Superior Court Case
12 No. BC613324
- 13 z. *Kaelberer v. Long Beach Eurocars LLC*, Los Angeles County Superior Court
14 Case No. BC521275
- 15 aa. *Kuenstle v. Childrens Hospital Los Angeles Medical Group, Inc.*, Los
16 Angeles County Superior Court Case No. BC653858
- 17 bb. *Maravilla v. Motion Picture Television Fund*, Los Angeles County Superior
18 Court Case No. BC690494
- 19 cc. *Medina v. Kaweah Pump, Inc.*, Tulare County Superior Court No. 265579
- 20 dd. *Mendoza v. Quanta Computer, USA, Inc.*, Alameda County Superior Court
21 No. RG11589781
- 22 ee. *Mitchiner v. Cox Target Media, Inc.*, Los Angeles County Superior Court
23 Case No. 19STCV00319
- 24 ff. *Munoz v. Dependable Highway Express, Inc.*, Los Angeles County Superior
25 Court Case No. BC535931
- 26 gg. *Nava v. Pacific Coast Sightseeing Tours and Charters, Inc.*, Los Angeles
27 County Superior Court Case No. BC685681
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1 hh. *Ortiz v. Roberts Tool Co., Inc.*, Los Angeles County Superior Court Case No.
2 BC626244
3 ii. *Otis v. Ray Stone Incorporated*, Sacramento County Superior Court Case No.
4 34-2019-00269952
5 jj. *Perez v. The Parsons Group, Inc.*, Santa Barbara County Superior Court Case
6 No. 19CV01203
7 kk. *Poland v. Glen Ivy Hot Springs, Inc.*, Riverside County Superior Court No.
8 RIC1312130
9 ll. *Saavedra v. Cliff View Terrace, Inc.*, Santa Barbara County Superior Court
10 Case No. 17CV02531
11 mm. *Santiago v. Univar Solutions Inc., et. al*, Los Angeles County Superior Court
12 Case No. 21STCV25600
13 nn. *Schneider v. Inner City Education Foundation*, Los Angeles County Superior
14 Court Case No. BC617827
15 oo. *Stadnik v. Leon's Transmission Service, Inc.*, Los Angeles County Superior
16 Court Case No. 19STCV44253
17 pp. *Surveillance Security Wage and Hour Cases*, JCCP 4969
18 qq. *T.J. Maxx Wage & Hour Cases*, JCCP No. 5097
19 rr. *Vatrалеva v. Sears, Roebuck and Co.*, Los Angeles County Superior Court
20 Case No. BC515650
21 ss. *Villalobos v. Pedego, Inc.*, Orange County Superior Court Case No. 30-
22 2019-01102461
23 tt. *Watson v. Aegis Security & Investigations Inc.*, Los Angeles County
24 Superior Court Case No. BC695411
25 uu. *Wysocki v. Color Spot Nurseries, Inc.*, San Luis Obispo County Superior
26 Court No. 14CVPO138
27 vv. *Yoo v NGL Transportation LLC*, Los Angeles County Superior Court Case
28 No. BC682160

1 *ww. Yoo v. South Coast Transportation & Distribution, Inc.*, Los Angeles County
2 Superior Court Case No. BC682120

3 42. Many of the cases listed in Paragraph 41 and the cases still active involve
4 wage and hour issues similar to the legal and procedural issues involved in this case.

5 **B. Summary of Work Performed**

6 43. Ms. Gundzik and I have performed significant legal work in this case on
7 behalf of Plaintiff, as summarized in Paragraphs 45-61 below.

8 44. The legal work performed by my firm on the case consumed a great deal of
9 our time and resources. Both GGH and Caskey & Holzman are small firms with few
10 attorneys. We devoted many hours to researching and analyzing the case, negotiating and
11 drafting reports for the Court, drafting pleadings, stipulations and notices, drafting formal
12 discovery, reviewing documents and policies, negotiating regarding the parameters of the
13 mediation, and then negotiating to continue the mediation, interviewing 90 class members,
14 following up with them regarding their records and documenting those interviews, preparing
15 for and attending the mediation, drafting and negotiating an extensive settlement stipulation,
16 drafting the motion for preliminary approval, drafting the amended settlement agreement
17 and amended class notice, and conferring with class members regarding the settlement.

18 45. We were retained by Mr. Altschuler in February of 2021. Thereafter, we
19 investigated and researched Mr. Altschuler's claims, we investigated Defendant's business
20 and the nature and status of other cases filed against Defendant. We drafted the Complaint
21 and filed it on February 23, 2021. We concurrently submitted a PAGA letter to the
22 California Labor and Workforce Development Agency ("LWDA"), a copy of which is
23 attached hereto as **Exhibit 3**.

24 46. In March of 2021, we received Plaintiff's complete personnel file. We
25 reviewed and analyzed these documents and located the key documents within the file that
26 supported our client's claims.

27 47. The case was initially assigned to Judge Daniel J. Buckley and the Initial
28 Status Conference was held on May 14, 2021. In the Joint Report, Sedgwick indicated that it

1 was not interested in considering mediation until after initial discovery had been completed.
2 In connection with the Initial Status Conference, Judge Buckley issued a Case Management
3 Order which set a deadline of May 16, 2022, for Plaintiff to file his class certification
4 motion.

5 48. Because Sedgwick was initially unwilling to consider mediation, and because
6 our practice is very busy but is composed only of two attorneys—Rebecca Gundzik and
7 me—in light of the class certification deadline we started doing the initial work to prepare
8 our class certification motion and trial management plan. To do so, we researched class
9 certification decisions involving reimbursement for expenses and particularly those which
10 involved situations in which employees worked all of part of their workweeks from home.
11 We also researched how the pandemic and stay at home orders impacted employees’ home
12 office expenses and reviewed numerous articles regarding whether those expenses were
13 reimbursable. We conferred regarding potential experts who could opine regarding
14 manageability and we strategized about how to obtain the most reliable damages estimates
15 from class members (whether it be by surveys, random depositions or other methods). We
16 had to do so in order to be certain that we would be able to timely file the class certification
17 motion.

18 49. Additionally, within days of receiving the Case Management Order and the
19 Court’s lifting of the pre-certification discovery stay, we served requests for the production
20 of documents and special interrogatories on Sedgwick. A few weeks later, Sedgwick
21 propounded requests for the production of documents, form interrogatories and special
22 interrogatories on Plaintiff.

23 50. We responded to discovery and engaged in extensive meet and confer
24 communications with Sedgwick’s counsel during the next few months. And we negotiated
25 with Sedgwick’s counsel regarding the contents of a *Belaire-West* notice, which was sent to
26 a sample of the putative class members on July 2, 2021.

27 51. We received the class contact information in late August of 2021, and our
28 office then began interviewing class members and preparing extensive summaries of each of

1 those interviews. We also prepared requests for authorizations of requests for records for
2 some of the putative class members and were able to receive those employees' records as a
3 result.

4 52. In July of 2021, we received time and wage statements for our client, who
5 had been employed at Sedgwick for over 10 years. We also received copies of ten policy
6 handbooks. We carefully analyzed these records and created summaries of key provisions in
7 the handbooks. We also engaged in a significant amount of research in order to analogize
8 the reimbursement provisions with those found to be insufficient in other cases.

9 53. In September of 2021, Sedgwick agreed to mediate the case. However, the
10 parties did not stipulate to continue the motion certification deadline until February of 2022.
11 Until that time, we continued to strategize regarding the preparation of the certification
12 motion and trial management plan. And, even after the deadline was extended to November
13 of 2022, we were fully aware of the need to be ready to distill the discovery, draft the
14 motion and work with experts to prepare a trial management plan if the case did not settle at
15 mediation.

16 54. We used the information obtained from our 90 class members interviews,
17 together with the information provided by our client, to develop a detailed damages
18 assessment.

19 55. In addition to the above-referenced formal discovery, in connection with the
20 mediation we obtained additional records and numerous relevant data points. And we
21 prepared a mediation brief and prepared for the mediation.

22 56. When the case settled after the mediation, my office agreed to prepare all of
23 the settlement documents and motions. To that end, we first prepared a memorandum of
24 understanding and then the initial settlement agreement and First Amended Class Action and
25 PAGA Settlement and Class Notice, all of which we negotiated extensively with defense
26 counsel. We also prepared the Motion for Preliminary Approval and the supplemental
27 papers required by the Court. We then oversaw the process of mailing settlement notices.
28

1 57. During the notice process, we were contacted by numerous putative class
2 members who disputed the number of work from home months listed on their class notice.
3 We also heard from other current and former employees who claimed that they worked from
4 home but did not receive a class notice.

5 58. We spent many hours speaking with these employees, communicating with
6 the settlement administrator about the disputes, and following up to confirm that they had all
7 been resolved. As of the date of this Declaration, all of the disputes have been resolved.

8 59. Our work on the case will not end with the filing of this motion. We will need
9 to address any objections, appear for the hearing and then, if the motion is granted, oversee
10 the receipt and disbursement of settlement funds. As part of that process, we will likely
11 receive and respond to communications from Class Members about the settlement.

12 60. The actual time Rebecca Gundzik and I expended litigating this matter is
13 itemized in detail in our billing records through March 21, 2023, a true and correct copy of
14 which are attached hereto in **Exhibit 4**. As shown on **Exhibit 4**, my firm has incurred
15 attorneys' fees through March 21, 2023 on this case in the amount of \$614,952.50. These
16 time entries include the following amounts of time spent on the following activities:

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
Communications with class members: initial client meetings and review of claims, ongoing communications and meetings with client, pre-filing investigation; interviews of 90 class members, summaries of interviews, authorizations for records requests	175.8 hours (143 of those by paralegal, Nicole Salazar)
Formal discovery (propounding and responding to requests for production of documents and special interrogatories, review and analysis of documents produced, meet and confer communications regarding discovery)	42.4 hours
Strategy, research and analysis regarding claims and issues, as well as work to	88.6 hours

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
prepare for certification and trial management plan	
Communications with defense counsel	9.2 hours
Settlement matters: negotiation with opposing counsel and mediator after mediation, communications with co-counsel, preparing and reviewing the Memorandum of Understanding, settlement agreement and the class notice, drafting amended settlement agreement and class notice; communications with the settlement administrator; communications with class members regarding their disputed work from home time and other disputes	175.7 hours
prepare for/attend Court hearings	9.3 hours
performing review and analysis of class members' and plaintiff's records, sample payroll records, 10 policy handbooks, other policies and other documents, determine key facts and create written analyses, summaries and damages model	39.6 hours
prepare for and attend mediation (includes working to prepare mediation strategy, drafting mediation brief and summary for Defendant, post-mediation analysis)	145.9 hours
Drafting and reviewing pleadings and Court documents and related communications (includes complaints, stipulations regarding litigation, motion for preliminary approval and supporting declarations, and motion for final approval and supporting declarations)	172.2 hours
<u>Total Hours:</u>	858.7 hours

61. This chart and our billing records do not include approximately 25 additional hours to finalize this Motion, prepare for and attend the hearing on this Motion, and time

1 that I or Ms. Gundzik will spend working with Phoenix and Defendant to implement the
2 settlement and communicate with Class Members regarding the disbursement of the
3 settlement funds. At our hourly rate of \$825, this additional time adds \$20,625 to our
4 lodestar. Additionally, as set forth in his declaration, our co-counsel Daniel Holzman spent
5 97 hours working on the case at his hourly rate of \$750, and he accordingly incurred total
6 fees in the amount of \$72,750. Including the fees we have already billed, the additional
7 \$20,625 we anticipate incurring in the future, and the \$72,750 amount incurred by Mr.
8 Holzman, our total lodestar is 980.7 **hours** for a total lodestar in the amount of **\$708,327.50**.

9 62. My firm also incurred costs in this case that we have paid which include but
10 are not limited to fees and expenses for filing, copies, service of process, the mediator's fees,
11 consultant fees and postage and delivery. My firm incurred costs and expenses of \$8,372.51
12 and will incur additional filing fees in connection with this Motion in the approximate
13 amount of \$49 and future CaseAnywhere fees of approximately \$240 (\$120 per quarter for
14 at least two more quarters) for total expenses in the amount of \$8,661.51. As set forth in Mr.
15 Holzman's declaration, his firm incurred costs and expenses in the amount of \$5,313.15 and
16 will include additional CaseAnywhere fees of approximately \$240. Therefore, in total we
17 are requesting **\$14,216.66** for reimbursement of Plaintiff's costs and expenses.

18 63. Despite the risks presented by Defendant's various arguments and defenses,
19 we invested our time and litigation costs and expenses, with no guarantee of compensation
20 or reimbursement. In addition, we were precluded from spending time on other matters so
21 that we could devote our attention to this case. My firm took this case on a contingent-fee
22 basis against a corporation represented by a reputable defense firm. We are a small firm with
23 only two litigation attorneys and one paralegal. As such, when we take contingent-fee cases,
24 we must pay careful attention to the economics involved, because there are some cases we
25 expend a great deal of time on, but which produce little or no fees.

26 64. Contingent-fee cases present the very real risk of working hundreds if not
27 thousands of hours that may never be entirely compensated. Moreover, while the case is
28 being litigated, counsel must pay overhead (salaries, rent, etc.), pay their expenses and pay

1 out-of-pocket expenses on the plaintiff's behalf. The prospect of a court-awarded fee does
2 not greatly reduce the risk posed by these cases. One must prevail to receive a court-
3 awarded fee, and even the best cases can be lost at trial. There are also often unseen
4 obstacles that arise during a case, such as a change in the law, documents which do not
5 comport with a client's recollection of the facts, or a client's acceptance of a settlement offer
6 that does not compensate us for our reasonable fees.

7 65. Defendant does not oppose the fees and costs being requested in this case.
8 Moreover, the Notice of Settlement mailed to Class Members stated the amount of fees
9 being requested by Class counsel. Not a single Class Member has objected to our requested
10 fee award.

11 66. I am familiar with the hourly rates charged by attorneys with similar
12 experience and expertise. My and Ms. Gundzik's hourly rate of \$825 is well within the
13 range of rates charged by attorneys with similar expertise and experience. These rates are
14 comparable to those judicially-approved for other plaintiffs' firms in California. *See, e.g., In*
15 *re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No.
16 2672, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-check
17 supports the reasonableness of Class Counsel's requested fees and approving partner billing
18 rates ranging from \$275 to \$1,600); *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-
19 04922-HSG, 2020 WL 870928, at *8 (N.D. Cal. Feb. 21, 2020) (finding rates
20 between \$275 and \$1,000 for attorneys reasonable); *In re Yahoo! Inc. Customer Data Sec.*
21 *Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020)
22 (approving rates of \$450 to \$900 for partners, \$160 to \$850 for non-partner attorneys, and
23 \$50 to \$380 for staff members); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San
24 Francisco Super. Ct.) (approving partner rates between \$550 and \$850 per hour); and
25 *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates
26 of \$700 to \$825 an hour).

27 67. The 2020 Class Action Hourly Rate Survey, conducted by the National
28 Association of Legal Fee Analysis (NALFA), asked class action litigators from the nation's

1 16 largest legal markets if their current regular hourly rate falls within a given range. The
2 NALFA survey shows that the average hourly rate for partners like me and Ms. Gundzik,
3 who have more than 20 years of experience, ranges between \$801-\$900. See **Exhibit 5**.

4 68. Defense-side hourly rates are also relevant. In a survey of more than 250 U.S.
5 law firms conducted by the international accounting and consulting firm
6 PricewaterhouseCoopers ("PwC"), the median average 2020 billing rate for litigation equity
7 partners at AmLaw 25 firms was \$1,327/hour and for AmLaw 50 firms was \$1,206/hour.

8 69. Likewise, the following is a table of hourly rates which was prepared by a
9 Federal Court in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105, at *4 (N.D.
10 Cal. Aug. 1, 2014):

11	Firm	Partner Range	Partner Average	Associate Range	Associate Avg.
12	Weil Gotshall		\$927	\$450–790	\$581
13	Latham & Watkins	\$895–1110	\$990	\$465–725	\$605
14	Paul Weiss	\$760–1120	\$1040	\$250–760	\$600
15	Skadden Arps	\$845–1150	\$1035	\$340–845	\$620
16	Willkie Farr	\$790–1090	\$950	\$350–790	\$580

17 These rates for partners include many who have less years of legal experience than Class
18 Counsel, as partnership positions usually begin after eight or nine years of work. I became a
19 partner at the national firm formerly known as LeBoeuf Lamb Greene & MacRae in 1995
20 but have been working in the legal field for twenty-seven years since that time and have
21 been working as an attorney for thirty-five years. It is therefore reasonable to assume that
22 these average rates certainly apply to partners at these firms with thirty plus years of
23 experience, like Rebecca Gundzik and me. Most of my former partners charge hourly rates
24 in excess of the hourly rate I am seeking.

25 70. The fees we are requesting comport with the attorneys' fee agreements in the
26 lawsuit. Pursuant to the Settlement Agreement, the parties agreed that Class Counsel could
27 seek their attorneys' fees in an amount of up to one-third of the Gross Settlement Amount.
28 The engagement agreement that GGH and Plaintiff Altschuler entered into provides for a fee
award in this amount. It was agreed that attorney's fees would be the greater of (1) one-third
of all amounts obtained or received in the lawsuit, or (2) the hours worked multiplied by the

1 hourly rates of the attorneys working on the case, plus any additional multiplier awarded by
2 the Court.

3 71. The factors set forth in *Serrano v. Priest*, 20 Cal.3d 25, 48 (1975), strongly
4 favor the requested multiplier of 1.88. This case raised a number of complex and contested
5 issues such as an employer's liability for expenses incurred by employees in order to
6 perform their jobs during the pandemic, expenses incurred as a result of an employer's
7 decision to down-size office space, what portion of home utility and maintenance expenses
8 are reimbursable in light of Sedgwick's policies regarding the segregation of employee
9 working materials from nonemployees, and to what extent employee expenses are
10 reimbursable if they are also used for non-work purposes. We had to research and analyze
11 these and other issues presented in this case. Because of our experience trying and pursuing
12 wage and hour class action lawsuits, we were able to recognize these types of violations and
13 look for and analogize recent cases and other authorities to support our contention that
14 Defendant's practices did not comply with the legal requirements.

15 72. The case was also factually complex. We had to review and analyze hundreds
16 of pages of policies, interview and analyze the information obtained from 90 class members,
17 and devise and implement a complicated formula to determine the amount of unreimbursed
18 expenses incurred by the class members.

19 73. Our past experience gave us knowledge as to the claims management
20 industry, how claims managers and others within Sedgwick performed their work and the
21 equipment, utilities and supplies they needed to do so. Our past experience also gave us
22 knowledge as to how to find additional sources of evidence. And we knew how to seek and
23 calculate the amount of unreimbursed expenses at issue. We were able to do so because of
24 our creative approach in the seeking, sampling and review of records, as well as our
25 proactive approach to handling the case.

26 74. We also had to be creative in our approach to settlement. We were well-
27 aware of the value of the case, and we relied upon our Class member interviews and the
28 damages assessment we created based on that investigation. And we certainly risked the

1 possibility of not arriving at a settlement and having to continue to litigate the lawsuit for
2 years, as the settlement was reached only after a lengthy full-day mediation and subsequent
3 negotiations.

4 75. In sum, we had to come up with creative approaches to litigating the case
5 and, ultimately, negotiating and crafting the Settlement Agreement and First Amended
6 Settlement Agreement. To this end, we have devoted a tremendous amount of time and
7 energy. As set forth in the attached invoices, we have spent a substantial number of hours
8 working on this case. This time commitment was necessary in order to research and
9 construct viable legal claims in the face of stiff opposition. But it has come at a cost, as the
10 time we devoted to this case has precluded us from taking on other cases, including hourly
11 work for which compensation for work done would have been more certain.

12 76. Fortunately, by means of our approach and hard work, we were able to obtain
13 a successful outcome for the Class. Not only will nearly 4,000 Class Members receive
14 payments in an average amount of \$665, but during the pendency of the lawsuit Sedgwick
15 changed its policies. Going forward, employees will be compensated for the amounts that
16 were at issue in this case.

17 77. Although our hard work and dedication led to a successful outcome in this
18 case, this is not always true. We have invested time into other cases that have not been
19 successful, leaving us without any compensation for our efforts. Although we were able to
20 achieve a good outcome for the Class in this case, this was by no means a forgone
21 conclusion when we agreed to take the case.

22 78. The requested multiplier of approximately 1.88 is warranted. This multiplier
23 is within even the most modest multipliers that are approved by courts in California, as
24 multipliers typically range from three to five. *See, e.g., Vizcaino v. Microsoft Corp.*, 290
25 F.3d 1043, 1050 (9th Cir. 2002) (multiplier of 3.65); *Craft v. Cnty. of San Bernardino*, 624
26 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (multiplier of 5.2); *See also Galeener v. Source*
27 *Refrigeration & HVAC, Inc.*, 2015 U.S. Dist. LEXIS 193096 (N.D. Cal. Aug. 21, 2015)
28 (multiplier of 2.67 approved in granting award of \$3,000,000 in attorneys' fees from a \$10

1 million common fund); *See also Lazarin v. Pro Unlimited, Inc.*, 2013 U.S. Dist. LEXIS
2 97213 (N.D. Cal. July 11, 2013, *28-29) (multiplier of 3.36 approved in granting attorneys'
3 fee award of \$312,500 where lodestar was \$92,824). And, this multiplier is well-deserved,
4 given the novelty and difficulty of the issues involved in the case, the results achieved—
5 which included Defendant changing its reimbursement policy, the positive reaction of the
6 Class, the skill we were required to utilize in order to achieve a large settlement with a
7 substantial benefit for the Class, the fact that our work on the case consumed a great deal of
8 attorney time over the course of over two years, and the significant risk we took in being a
9 small firm performing this work without any certainty that we would be paid for it against a
10 very reputable defense firm.

11 79. The results obtained support the requested multiplier. The settlement is very
12 good for the class. The average recovery is approximately \$665 to 3,858 class members, and
13 all current employees will be entitled to recover a monthly reimbursement amount going
14 forward. Because of this, settlement Class Members are able to recover this money without
15 any effort. Although the recoveries are material, it is not likely that many Class Members
16 would have expended the time or effort to take the necessary steps to attempt to recover
17 their unpaid wages. Indeed, in our communications with Class Members we have been
18 thanked for and complimented about our work on this case on behalf of the Class many
19 times.

20 **The Proposed Service and Release Award to the Class Representative**

21 80. As compensation for his efforts, the Settlement Agreement provides that
22 Representative Plaintiff Todd Altschuler will receive a service and release award in the
23 amount of \$10,000 as payment for his time and efforts in pursuing this action, for the risks
24 he took in agreeing to serve as a class representative and as additional compensation for the
25 expanded release that he is providing. In addition to the time that he spent on this matter and
26 the risks he undertook, as an additional requirement to receiving his service and release
27 payment, Plaintiff is being required to sign a broad general release which includes a waiver
28 of Section 1542 of the California Civil Code.

1 81. It is important that the named Plaintiff be paid a fair amount for his services.
2 By agreeing to become a named representative while continuing to work for Sedgwick, he
3 subjected himself to substantial risks. Mr. Altschuler also spent a significant amount of time
4 on the lawsuit, meeting with us many times by Zoom and by telephone and missing a full
5 day of work to attend the mediation. See *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
6 Cal. App. 4th 1251, 1272. He provided us with many documents and connected us with
7 other class members who we interviewed. By agreeing to serve as a class representative, Mr.
8 Altschuler has taken significant actions to protect the interests of the Class, and the Class
9 has significantly benefitted from those actions. *Clark v. American Residential Services LLC*
10 (2009) 175 Cal. App. 4th 785, 804.

11 82. If it wasn't for the named Plaintiff, the settlement, pursuant to which
12 approximately \$2,566,450 will be paid to Class Members, with the average Class Member
13 receiving approximately \$665, would not have been obtained for the Class. It is not likely
14 that many Class Members would have expended the time or effort to take the necessary
15 steps to attempt to recover their unpaid reimbursements. Although we contend Defendant
16 had not been reimbursing employees for the amounts at issue in this case for many years,
17 only the named Plaintiff was willing to come forward and seek compensation for all of
18 Defendant's employees who worked from home.

19 83. If Plaintiff had gone to the Department of Labor, he may have received some
20 compensation, but the Class, LWDA and Aggrieved Employees would have received
21 nothing.

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

24 Dated: April 10, 2023



Aaron C. Gundzik

Exhibit 1

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Todd Altschuler (“Plaintiff”) and defendant Sedgwick Claims Management Services, Inc. (“SEDGWICK”). The Agreement refers to Plaintiff and SEDGWICK collectively as “Parties,” or individually as “Party.” This Agreement entirely replaces the Class Action and PAGA Settlement Agreement and Class Notice signed by the parties on or about October 6, 2022.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging violation of Labor Code section 2802 against SEDGWICK captioned *Altschuler v. Sedgwick Claims Management Services, Inc.*, Case No. 21STCV06933 initiated on February 23, 2021, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person who was employed by SEDGWICK and worked from home in California at any time during the PAGA Period.
- 1.5. “Class” means all employees of SEDGWICK who have worked from home in California at any time during the Class Period.
- 1.6. “Class Counsel” means Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including through settlement and defense of the Settlement, if necessary.
- 1.8. “Class Data” means Class Member identifying information in SEDGWICK’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Work From Home Months and PAGA Period Work From Home Months.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 23, 2017, to the date that the Court grants Preliminary Approval.
- 1.13. “Class Representative” means Todd Altschuler, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “SEDGWICK” means named Defendant Sedgwick Claims Management Services, Inc.
- 1.17. “Defense Counsel” means Lois M. Kosch and Nicole R. Roysdon of Wilson Turner Kosmo LLP.
- 1.18. “Effective Date” means the date of the Final Approval Order if there are no objections to the Settlement. If there are objections to the settlement, the Effective Date shall be either (a) the 65th calendar day after entry of the Final Approval Order provided no motion to intervene or motion to vacate the judgment, appeal, writ or other appellate proceeding has been filed; or (b) the seventh (7th) calendar day after any motion to intervene or motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the Settlement has been finally dismissed with no material change to the terms of this Agreement and there is not right to pursue further remedies or relief, whichever is later.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$4,000,000, which is the total amount SEDGWICK agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount includes any additional amounts due pursuant to the escalator clause set forth in Paragraph 8 of this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Work From Home Months worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Work From Home Months worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Work From Home Month” means any Work From Home Month during the PAGA Period.
- 1.31. “PAGA Period” means the period from February 23, 2020, to the date that the Court grants Preliminary Approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s February 23, 2021, letter to

SEDGWICK and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. “PAGA Penalties” means the sum of \$50,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Todd Altschuler, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: SEDGWICK and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors, and all agents, employees, officers, directors, shareholders, members, managers, holding companies, insurers, and attorneys thereof, including but not limited to York Risk Services Group, Inc.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Work From Home Month” means any Month or portion of a Month during which a Class Member worked from home in California for SEDGWICK, during the Class Period.

2. RECITALS.

- 2.1. On February 23, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against SEDGWICK for (1) violation of Labor Code section 2802; and (2) violation of the Unfair Practices Act, Cal. Bus. & Prof. Code § 17200, et seq. On May 21, 2021, Plaintiff filed a First Amended Complaint alleging causes of action against SEDGWICK for (1) violation of Labor Code section 2802; (2) violation of the Unfair Practices Act, Cal. Bus. & Prof. Code § 17200, et seq.; and (3) recovery of civil penalties under PAGA, Cal. Lab. Code §§ 698, et seq. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) SEDGWICK denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to SEDGWICK and the LWDA by sending the PAGA Notice.
- 2.3. On May 19, 2022, the Parties participated in an all-day mediation presided over by Gig Kyriacou which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, policy documents, Plaintiff’s personnel file and information on the number class members, number of work from home months, amounts previously reimbursed to class members and other relevant information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. FootLocker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are aware of one recently filed related case asserting some claims that will be extinguished or affected by the Settlement. The case is *Michael Boone v. Sedgwick Claims Management Services, Inc.*, Orange County Superior Court Case No. 30-2022-01268269-CU-OE-CXC. Sedgwick filed a notice of related case on August 16, 2022.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, SEDGWICK promises to pay \$4,000,000, and no more as the Gross Settlement Amount. SEDGWICK has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SEDGWICK.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). SEDGWICK will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently \$1,333,333.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. SEDGWICK will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. With the exception of the Class Counsel Fees Payment and Class Litigation Expenses Payment, all Parties shall bear their own fees and costs. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds SEDGWICK harmless, and indemnifies SEDGWICK, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$26,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment of less than \$26,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Work From Home Months worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Work From Home Months.

3.2.4.1. Tax Allocation of Individual Class Payments. Participating Class Member's Individual Class Payments will be allocated as follows: 50% as unreimbursed expenses, 25% as interest and 25% as penalties. No portion of the Individual Class Payments shall be subject to wage withholdings. The interest and penalty portions will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$12,500 by the total number of PAGA Period Work From Home Months for all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Work From Home Months. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class and Aggrieved Employee Work From Home Months. Based on a review of its records to date, SEDGWICK estimates there are 3,740 Class Members who collectively worked a total of 81,729.6 Work From Home Months during the Class Period and 3,586 Aggrieved Employees who worked a total 66,039 Work From Home Months during the PAGA Period.

- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, SEDGWICK will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data, without names (and instead using a unique identifier), contact information or social security numbers, shall also be provided to Class Counsel. At the request of the Settlement Administrator, Defendant shall provide the Settlement Administrator with Class Member's non-Sedgwick email addresses and/or telephone numbers to the extent they have them. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. SEDGWICK has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which SEDGWICK must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. SEDGWICK shall fully fund the Gross Settlement Amount, by transmitting the funds to the Administrator no later than 20 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within ten days after SEDGWICK funds the Gross Settlement Amount, the Administrator will mail checks for or otherwise pay all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.2.1 Within 60 days after settlement checks are mailed, the Administrator shall mail postcards to all Class Members who have not yet cashed their settlement checks. The postcards shall inform such Class Members of the upcoming void date for settlement checks and offer to replace any checks that have been lost or not received. Prior to sending such postcards, the Administrator shall perform a Class Member Address Search to locate any new addresses for all Class Members who have not yet negotiated their settlement checks. The reminder postcards shall be sent to the Class Member's new address as determined through the Class Member Address Search.

4.4.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate SEDGWICK to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when SEDGWICK fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, predecessors, and assigns generally, fully and forever release and discharge Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorney's fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, including but limited to all

claims arising out of, based upon, or relating to his employment with SEDGWICK or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were or could have been raised in the Action and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); wrongful discharge; any tort, including negligence, fraud, misrepresentation under California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, assault, battery, and defamation; any “retaliation” claims; any claims relating to any breach of public policy; any legal restrictions on SEDGWICK’S right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov’t Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov’t Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code, including PAGA, or any Industrial Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits); (14) state and federal false claims acts; (15) National Labor Relations Act; (16) Occupational Safety and Health Act; and (17) Business and Professions Code § 17200 *et seq.* (“Plaintiff’s General Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff’s release also does not extend to Plaintiff’s currently pending action in the United States District Court for the Central District of California, entitled *Todd Altschuler v. Sedgwick Welfare Benefits Plan*, Case No. 2:22-cv-03534-JLS-SK. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: 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. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: 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.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defense Counsel's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defense Counsel will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or

potential conflicts of interest with the Administrator. In the Declaration, Defense Counsel shall identify any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall identify any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. No later than three business days before the motion for preliminary approval is due to be filed, Class Counsel will provide Defense Counsel with drafts of all papers in support of the motion for preliminary approval. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to

modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members and Work From Home Months in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Work From Home Months and PAGA Work From Home Months (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to

Work From Home Months, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5 If the Administrator, SEDGWICK or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline date in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for

Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Work From Home Months. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class and/or PAGA Work From Home Months allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Work From Home Months contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Work From Home Months shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Work From Home Months to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.4 If a Class Member submits both an objection and a Request for Exclusion, the Administrator will attempt to determine the Class Member's true intention. If the Administrator is unable to do so, the Request for Exclusion shall govern, the Class Member shall be deemed a Participating Class Member and the objection will be disregarded.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. Posting of the Judgment on the Administrator's website shall be sufficient to provide notice of the judgment to Class Members pursuant to California Rule of Court 3.771(b). The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Work From Home Months received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Work From Home Month Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Work From Home Months. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed

declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, SEDGWICK estimates that, as of April 30, 2022, (1) there are 3,740 Class Members and 81,729.6 Total Work From Home Months during the Class Period; and (2) there are 3,586 Aggrieved Employees who worked a total of 66,039 Work From Home Months during the PAGA Period. If it is found that the total number of Class Member Work From Home Months as of the Preliminary Approval Date exceeds 81,729.6 by more than 10%, then the GSA shall increase proportionately by the number of Work from Home Months in excess of 89,902.56.
9. **SEDGWICK'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Member Work From Home Months, SEDGWICK may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if SEDGWICK withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, SEDGWICK will remain responsible for paying all Settlement Administration Expenses incurred to that point. SEDGWICK must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment, and a motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of the Motion for Final Approval to Defense Counsel not later

than three business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not

constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by SEDGWICK that any of the allegations in the Operative Complaint have merit or that SEDGWICK has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that SEDGWICK's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, SEDGWICK reserves the right to contest certification of any class for any reasons, and SEDGWICK reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest SEDGWICK's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, SEDGWICK and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, SEDGWICK and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Publicity After Preliminary Approval. Except for communications between Class Counsel and Class Members, Plaintiff and Class Counsel agree not to make any public

statements, issue any press releases, place information regarding this settlement on their web site, or make any other announcements publicizing this settlement. In the event Plaintiff violates this provision, SEDGWICK reserves the right to request that the court forfeit the Class Representative Service Payment.

12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and SEDGWICK, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9 No Tax Advice. Neither Plaintiff, Class Counsel, SEDGWICK nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by SEDGWICK in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from SEDGWICK unless, prior to the Court's discharge of the Administrator's obligation, SEDGWICK makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
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

To SEDGWICK:

Lois M. Kosch
Nicole R. Roysdon
WILSON TURNER KOSMO LLP
402 West Broadway, Suite 1600
San Diego, California 92101
Telephone: (619) 236-9600
Facsimile: (619) 236-9669
E-mail: lkosch@wilsonturnerkosmo.com
E-mail: nroysdon@wilsonturnerkosmo.com

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, pursuant to CCP section 583.330.
- 12.21 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court, Defense Counsel and Class Counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the Motion for Preliminary Approval

DATED: 11/22, 2022


Todd Altschuler (Nov 22, 2022 11:33 PST)

Plaintiff Todd Altschuler

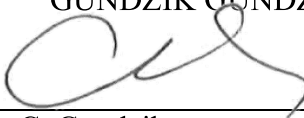
DATED: _____, 2022

Defendant Sedgwick Claims Management Services, Inc.

Approved as to form:

DATED: November 22, 2022

GUNDZIK GUNDZIK HEEGER LLP

By: 
Aaron C. Gundzik
Attorneys for Plaintiff Todd Altschuler, individually and
on behalf of all others similarly situated

DATED: November __, 2022

WILSON TURNER KOSMO LLP

By: _____

Lois M. Kosch
Nicole R. Roysdon
Attorneys for Defendant Sedgwick Claims Management
Services, Inc.

DATED: _____, 2022

Plaintiff Todd Altschuler

DATED: 11/23/2022, 2022

DocuSigned by:
Doug Foster
0D72BB9F56CF498...
Defendant Sedgwick Claims Management Services, Inc.

Approved as to form:

DATED: November __, 2022

GUNDZIK GUNDZIK HEEGER LLP

By: _____
Aaron C. Gundzik
Attorneys for Plaintiff Todd Altschuler, individually and
on behalf of all others similarly situated

DATED: November 22, 2022

WILSON TURNER KOSMO LLP

By: *Lois M. Kosch*
Lois M. Kosch
Nicole R. Roysdon
Attorneys for Defendant Sedgwick Claims Management
Services, Inc.

**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 [date of preliminary approval]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked from home in California for SEDGWICK during the PAGA Period (February 23, 2020 to [date of Preliminary Approval]) (“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 \$__ and your Individual PAGA Payment is estimated to be \$_____**. 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 during the PAGA Period.)

The above estimates are based on SEDGWICK’s records showing that **you worked ____ Work From Home Months** during the Class Period and **you worked ____ 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 Settlement but not the PAGA Settlement The Opt-out Deadline is [45 days from mailing]	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 Class Members 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 Settlement but not the PAGA Settlement Written Objections Must be Submitted by [45 days from mailing]	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 Counsel and 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 _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 [45 days from mailing]	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 [45 days from mailing]. 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 become 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 is 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 [45 days from mailing] 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 [45 Days from mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a 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 ClassMembers) 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. Plaintiffs 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 wages 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 [45 days from mailing] 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. **The Administrator must be sent your request to be excluded by [45 days from mailing], 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 **[insert date]** 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 _____(url)_____ 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 [45 days from mailing].** 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 _____ at _____ (time) 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 _____ 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 _____ (specify entity) _____'s website at _____ (url) _____. 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:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
Rebecca Gundzik
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24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Settlement Administrator:
Phoenix Settlement Administrators
Email Address:
Mailing Address:
Telephone:
Fax Number:

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 2

AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GUNDZIK GUNDZIK HEEGER LLP
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Attorneys for Plaintiff Todd Altschuler, individually,
on behalf of all others similarly situated

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Telephone: (619) 236-9600
Facsimile: (619) 236-9669

Attorneys for Defendant
Sedgwick Claims Management Services,
Inc.

**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 for all purposes to Hon.
Stuart M. Rice, SSC-1*

~~PROPOSED~~ ORDER:

- (1) PRELIMINARILY
APPROVING CLASS
ACTION SETTLEMENT;**
- (2) CONDITIONALLY
CERTIFYING A CLASS
FOR SETTLEMENT
PURPOSES ONLY;**
- (3) APPROVING THE NOTICE
OF SETTLEMENT; AND**
- (4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 28, 2022

Time: 10:30 a.m.

Dept.: SSC-1

Complaint Filed: February 23, 2021

FILED
Superior Court of California
County of Los Angeles

11/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. He Deputy

1 The Court, having considered Plaintiff Todd Altschuler's Motion for Preliminary
2 Approval of Class Action and PAGA Settlement and the papers filed in support thereof,
3 including the parties' First Amended Class Action and PAGA Settlement Agreement and
4 Notice ("Settlement Agreement") executed by Plaintiff and Defendant Sedgwick Claims
5 Management Services, Inc. and attached as Exhibit B to the Supplemental Declaration of
6 Aaron Gundzik in Support of Plaintiff's Motion for Preliminary Approval, makes the
7 following findings:

8 1. The parties to this action are Plaintiff Todd Altschuler ("Plaintiff") and
9 Defendant Sedgwick Claims Management Services, Inc.

10 2. After participating in an arms'-length mediation, Plaintiff and Defendant
11 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
12 to represent. The terms of the proposed settlement are fully set forth in the Settlement
13 Agreement.

14 3. The terms of the proposed settlement include the following:

15 a. The proposed Class consists of all employees of Sedgwick who have
16 worked from home in California at any time during the Class Period. The proposed Class
17 Period is from February 23, 2017, through the date of preliminary approval.

18 b. The Aggrieved Employees are all employees of Sedgwick who have
19 worked from home in California at any time from February 23, 2020, to the date of
20 preliminary approval.

21 c. The Class Period is February 23, 2017, to the date of preliminary
22 approval.

23 d. The "PAGA Period" means the period beginning February 23, 2020,
24 through the date of preliminary approval.

25 e. In settlement, Defendants will pay the gross amount of \$4 million.
26 From the gross settlement amount, the parties propose to deduct fees for settlement
27 administration costs in the amount of \$26,000, PAGA Penalties totaling \$50,000, a Class
28 Representative Service Payment to Plaintiff of up to \$10,000, a Class Counsel Litigation

1 Expenses Payment not to exceed \$25,000, and a Class Counsel Fees Payment, not to exceed
2 \$1,333,333.

3 f. 75% of the \$25,000 in PAGA Penalties will be paid to the LWDA.
4 The other 25% will be divided among the Aggrieved Employees based on the formula
5 specified in the Settlement Agreement.

6 g. The Net Settlement Amount, which is the amount remaining after the
7 forgoing deductions, as approved by the Court, will be distributed to Participating Class
8 Members in accord with the formula specified in the Settlement Agreement.

9 4. The Parties propose that notice of this proposed settlement be sent to all Class
10 Members by regular mail and that Class Members shall have forty-five (45) days to opt out
11 of or object to the settlement.

12 5. The proposed Class Counsel are experienced and, in their view, the proposed
13 settlement is fair and reasonable.

14 6. The notice procedure set forth in the Settlement Agreement will adequately
15 notify the Class of the settlement and of their right to opt out or object.

16 7. The Settlement Agreement and Notice include a proposed release which will
17 bind those Class Members who do not opt out of the Class.

18 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

19 8. The motion is granted. The Court preliminarily finds that the proposed settlement
20 is fair and reasonable to the proposed Class.

21 9. The class action settlement, as set forth in the Settlement Agreement, is
22 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

23 10. The proposed class is provisionally certified as an opt-out class action under
24 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
25 matter, with the class defined as specified above and in the Settlement Agreement.

26 11. Plaintiff Todd Altschuler is appointed as the class representative for the
27 provisionally certified class.
28

1 12. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
2 as Class Counsel for the provisionally certified class.

3 13. Phoenix Settlement Administrators is approved as the Settlement
4 Administrator.

5 14. The Class Notice in substantially the form attached hereto as Exhibit 1 is
6 approved and the Settlement Administrator is authorized to send the Class Notice to the
7 provisionally certified Class.

8 15. The Court directs the settlement administrator to mail the Class Notice to the
9 Class Members in a manner consistent with the Settlement Agreement.

10 16. The Court preliminarily approves of the Class Member and Aggrieved
11 Employee release in the Settlement Agreement.

12 17. The Court directs that all objections to the Settlement be sent to the
13 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
14 the Class Notice is mailed.

15 18. The Court directs that all requests for exclusion must be sent to the
16 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
17 the Class Notice is mailed or re-mailed.

18 19. A Final Approval Hearing on the question of whether the proposed class
19 settlement should be finally approved as fair, reasonable, and adequate as to the members
20 of the proposed settlement class, for approval of Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment, for approval of the Class Representative Service
22 Payment, for approval of the Administrative Expenses Payment and for approval of the
23 PAGA Penalties and payment of such penalties to the LWDA and Aggrieved Employees is
24 set for May 3, 2023, at 10:30 AM in Department 1 of the above-entitled
25 Court.

26 20. The Court orders that the papers in support of the final approval of the
27 settlement and Plaintiff's award of attorneys' fees and costs shall be filed 16 court days
28 before the hearing.

21. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within 30 calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) calendar days of receipt of class data from Defendant
Deadline to challenge Work From Home Months, opt out of or object to settlement	within forty-five (45) days of mailing or re-mailing of Notice of Settlement
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	May 3, 2023 at 10:30 AM

Dated: 11/28/2022



Stuart M. Rice

Stuart M. Rice / Judge

Hon. Stuart M. Rice

Exhibit 1

**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 [date of preliminary approval]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees who worked from home in California for SEDGWICK during the PAGA Period (February 23, 2020 to [date of Preliminary Approval]) (“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 \$__ and your Individual PAGA Payment is estimated to be \$_____**. 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 during the PAGA Period.)

The above estimates are based on SEDGWICK’s records showing that **you worked ____ Work From Home Months** during the Class Period and **you worked ____ 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 Settlement but not the PAGA Settlement The Opt-out Deadline is [45 days from mailing]	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 Class Members 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 Settlement but not the PAGA Settlement Written Objections Must be Submitted by [45 days from mailing]	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 Counsel and 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 _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 [45 days from mailing]	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 [45 days from mailing]. 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 become 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 is 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 [45 days from mailing] 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 [45 Days from mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a 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 ClassMembers) 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. Plaintiffs 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 wages 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 [45 days from mailing] 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. **The Administrator must be sent your request to be excluded by [45 days from mailing], 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 **[insert date]** 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 _____(url)_____ 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 [45 days from mailing].** 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 _____ at _____ (time) 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 _____ 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 _____ (specify entity) 's website at _____ (url). 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:

Aaron C. Gundzik
aaron.gundzik@gghllp.com
Rebecca Gundzik
rebecca.gundzik@gghllp.com
Gundzik Gundzik Heeger LLP
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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:
Mailing Address:
Telephone:
Fax Number:

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.

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 November 28, 2022, I served the following document described as

- **[PROPOSED] ORDER**

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 November 28, 2022, 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
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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)
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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.

Exhibit 3



Gundzik | Gundzik | Heeger LLP
Attorneys at Law

February 23, 2021

Please reply to:
Direct Tel: 213-542-2135
aaron.gundzik@gghllp.com

Via Electronic Submission
PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified Mail
Sedgwick Claims Management
Services, Inc.
8125 Sedgwick Way
Memphis, TN 38125

Re: Notice of Violations of California Labor Code

Dear Sir or Madam:

This letter is written on behalf of Todd Altschuler (“Employee”), who is employed by Sedgwick Claims Management Services, Inc. (“Employer”). Employee asserts that Employer has violated the California Labor Code and is therefore liable for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2695, *et seq.* Employee contends that the following violations were against all or some aggrieved employees, who are all of Employer’s employees who have worked from home.

Unlawful Failure to Reimburse Necessary Expenses

Labor Code Section 2802 requires Employer to reimburse employees for all necessary expenditures and losses incurred in order to discharge their duties for Employer. Employee and the other aggrieved employees were required to utilize internet and telephone services. In addition, employees used portions of their homes to work. Employer has failed to reimburse Employee and the aggrieved employees for these expenses. Accordingly, Employer is liable for civil penalties pursuant to Labor Code section 2699(f).

Please feel free to contact me should you have any questions about the forgoing.

Very truly yours,

A handwritten signature in black ink, appearing to read "A. Gundzik", written over a light blue horizontal line.

Aaron Gundzik

14011 Ventura Boulevard | Suite 206E
Sherman Oaks, California 91423

818.290.7461

www.gghllp.com

7009 2820 0001 7060 8617

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OFFICIAL USE

Postage	\$.51
Certified Fee	3.60
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.11

Sent

Postmark
Here

2/23/21

Sent To Sedgwick Claims management
Street, Apt. No., or PO Box No. 8125 Sedgwick Way
City, State, ZIP+4 Memphis, TN 38125

PS Form 3800, August 2006

See Reverse for Instructions

-----Original Message-----

From: noreply@salesforce.com <noreply@salesforce.com> On Behalf Of LWDA DO NOT
REPLY

Sent: Tuesday, February 23, 2021 9:10 AM

To: Nicole Salazar <nicole.salazar@gghllp.com>

Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase
Confirmation

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-822465-21

Order Number: ORD-000097341

Total:\$75.00

Card Type: Visa

Date: 2/23/2021

Billing Information

Name: Aaron Gundzik

Email: nicole.salazar@gghllp.com

Exhibit 4



Gundzik | Gundzik | Heeger
Attorneys at Law LLP

14011 Ventura Blvd., Ste. 206E
Sherman Oaks, CA 91423
818.290.7461

April 06, 2023

Todd Altschuler

Invoice Number: 1224

Invoice Period: 02-19-2021 - 04-30-2023

Payment Terms: Upon Receipt

RE: Altschuler v. Sedgwick Claims Management Services-6206

Time Details

Date	Professional	Description	Hours	Rate	Amount
02-19-2021	ACG	Prepare for and meet with T. Altschuler; review wage statements; emails with client regarding same; research other pending cases against defendant; work on Complaint.	8.50	825.00	7,012.50
02-22-2021	ACG	Revise and finalize Complaint; draft PAGA letter; emails with co-counsel regarding drafts; emails with T. Altschuler regarding same.	3.30	825.00	2,722.50
02-22-2021	RGG	Confer with co-counsel regarding facts; review initial interview summary; research regarding York and Sedgwick; review and revise Complaint and PAGA letter.	6.20	825.00	5,115.00
02-23-2021	RGG	Review and analyze Clarke v. AMN and applicability to claims; confer with co-counsel regarding same.	3.80	825.00	3,135.00
02-23-2021	ACG	Emails with T. Altschuler regarding filing of Complaint; confer with co-counsel regarding Clarke v. AMN.	1.20	825.00	990.00
02-24-2021	ACG	Prepare outline regarding discovery plan; emails with co-counsel regarding same.	1.70	825.00	1,402.50
03-08-2021	ACG	Review Initial Status Conference Order; draft, review and approve Notice of Initial Status Conference.	0.60	825.00	495.00
03-08-2021	RGG	Review Initial Status Conference Order; review Notice of Initial Status Conference.	0.40	825.00	330.00

We appreciate your business

Page 1 of 24

Date	Professional	Description	Hours	Rate	Amount
03-15-2021	ACG	Review and analyze client pay records; emails with co-counsel regarding client pay records.	3.30	825.00	2,722.50
03-25-2021	ACG	Review Notice of Appearance; confer with defense counsel regarding Notice of Appearance.	0.50	825.00	412.50
03-26-2021	RGG	Review emails with opposing counsel regarding Initial Status Conference and case.	0.40	825.00	330.00
04-16-2021	RGG	Review emails with client regarding status.	0.20	825.00	165.00
04-16-2021	ACG	Emails with client regarding status.	0.20	825.00	165.00
04-19-2021	ACG	Emails with defense counsel regarding Initial Status Conference and employee records; emails with co-counsel regarding employee file.	1.40	825.00	1,155.00
04-19-2021	RGG	Review emails with opposing counsel regarding Initial Status Conference and employee records; review emails regarding employee file.	0.50	825.00	412.50
04-28-2021	RGG	Review and revise Initial Status Conference Report; confer with co-counsel regarding issues and potential discovery needed.	1.60	825.00	1,320.00
04-28-2021	ACG	Draft Initial Status Conference Report; confer with co-counsel regarding discovery needed.	3.20	825.00	2,640.00
04-29-2021	ACG	Email to opposing counsel regarding draft report; prepare for and participate in call with defense counsel to discuss Initial Status Conference issues.	2.20	825.00	1,815.00
04-30-2021	ACG	Revise and finalize draft Initial Status Conference Report; emails to TPAs regarding Belaire-West mailing; draft Belaire West Notice and Stipulation; draft Protective Order; draft First Amended Complaint and Stipulation; email defense counsel regarding same; review documents from employer.	7.20	825.00	5,940.00
04-30-2021	RGG	Review and revise Protective Order and Stipulation; review and revise Belaire-West Notice and Stipulation; review and revise First Amended Complaint; review emails from Case Anywhere.	3.90	825.00	3,217.50
05-03-2021	RGG	Review TPA bids and confer with co-counsel regarding same; review emails with opposing counsel regarding same.	0.40	825.00	330.00
05-03-2021	ACG	Review TPA bids; email defense counsel regarding same.	0.60	825.00	495.00
05-06-2021	ACG	Revise Initial Status Conference Report; email defense counsel regarding same; emails with defense counsel regarding time records.	0.90	825.00	742.50
05-07-2021	ACG	Revise and finalize Joint Initial Status Conference	3.40	825.00	2,805.00

Date	Professional	Description	Hours	Rate	Amount
		Report; revise Protective Order; revise Belaire documents; revise First Amended Complaint Stipulation; email defense counsel regarding same.			
05-07-2021	RGG	Review of additional revisions to Protective Order; Belaire-West Notice; First Amended Complaint and Joint Initial Status Conference Report; review emails with opposing counsel.	1.80	825.00	1,485.00
05-11-2021	ACG	Review message from court; confer with clerk regarding same.	0.40	825.00	330.00
05-12-2021	ACG	Confer with co-counsel regarding Case Management Order.	0.60	825.00	495.00
05-12-2021	RGG	Review draft Case Management Order and confer with co-counsel regarding same.	0.30	825.00	247.50
05-13-2021	ACG	Emails with defense counsel regarding Initial Status Conference and other issues; review and revise Initial Status Conference Report; prepare Notice regarding Protective Order; review draft Case Management Order from court.	2.10	825.00	1,732.50
05-14-2021	ACG	Prepare for and participate in Initial Status Conference; confer with co-counsel regarding same and Case Management Order.	1.80	825.00	1,485.00
05-17-2021	RGG	Research regarding new reimbursement rules; draft Requests for Production of Documents Set One; draft Special Interrogatories Set One; confer with co-counsel regarding adding claim.	6.30	825.00	5,197.50
05-18-2021	RGG	Review documents regarding new reimbursement policy and analyze.	1.80	825.00	1,485.00
05-18-2021	ACG	Emails with client regarding status; review and revise written discovery; revise Belaire documents; email defense counsel regarding same; review research regarding reimbursement claim.	5.60	825.00	4,620.00
05-20-2021	ACG	Emails with T. Altschuler regarding non-exempt status; review pay records.	1.50	825.00	1,237.50
05-20-2021	RGG	Review emails with client regarding claims.	0.30	825.00	247.50
05-21-2021	ACG	Revise and finalize First Amended Complaint.	0.60	825.00	495.00
05-25-2021	ACG	Finalize Belaire Notice and Stipulation.	0.50	825.00	412.50
06-03-2021	ACG	Draft amended PAGA letter.	0.80	825.00	660.00
06-06-2021	RGG	Review and revise amended PAGA letter.	0.40	825.00	330.00
06-07-2021	RGG	Confer with co-counsel regarding discovery, status and strategy; analysis regarding certification issues.	1.40	825.00	1,155.00

Date	Professional	Description	Hours	Rate	Amount
06-10-2021	RGG	Review discovery propounded by Defendant and prepare letter to client regarding same; draft responses to Requests for Production of Documents, Form Interrogatories and Special Interrogatories.	4.80	825.00	3,960.00
06-14-2021	RGG	Revise discovery responses.	1.50	825.00	1,237.50
06-15-2021	RGG	Review Belaire-West documents and email TPA regarding same.	0.60	825.00	495.00
06-15-2021	ACG	Review emails with TPA.	0.30	825.00	247.50
06-16-2021	RGG	Review emails with counsel in other case against Defendant; confer w counsel regarding same.	0.80	825.00	660.00
06-16-2021	ACG	Emails with defense counsel regarding discovery; confer with Whitworth counsel regarding status and joint work.	1.80	825.00	1,485.00
06-17-2021	ACG	Prepare for and confer with defense counsel regarding discovery; related emails with defense counsel; emails with TPA.	1.40	825.00	1,155.00
06-17-2021	RGG	Review emails with TPA and opposing counsel regarding Belaire Notice; confer with co-counsel regarding same.	0.70	825.00	577.50
06-18-2021	ACG	Emails with T. Altschuler regarding discovery.	0.50	825.00	412.50
06-23-2021	RGG	Review emails from TPA regarding class data; confer with co-counsel regarding time data received.	0.90	825.00	742.50
06-23-2021	ACG	Review time data regarding client; review email from TPA regarding data.	2.30	825.00	1,897.50
06-25-2021	RGG	Review emails from TPA regarding Belaire Notice.	0.40	825.00	330.00
06-25-2021	ACG	Review and approve Belaire mailing documents; related emails.	1.20	825.00	990.00
06-28-2021	ACG	Review and analyze plaintiff's time records; emails with client regarding phone charges.	3.50	825.00	2,887.50
06-28-2021	RGG	Confer with co-counsel regarding Plaintiff's time records; review emails with client regarding his phone expenses.	1.40	825.00	1,155.00
06-29-2021	ACG	Review email from TPA to opposing counsel.	0.10	825.00	82.50
06-29-2021	RGG	Email from ILYM to opposing counsel.	0.10	825.00	82.50
07-02-2021	RGG	Email from ILYM regarding mailing completion.	0.10	825.00	82.50
07-11-2021	RGG	Research regarding recent certification decisions in	8.30	825.00	6,847.50

Date	Professional	Description	Hours	Rate	Amount
		Spring Street and before Judge Buckley and related appellate decisions.			
07-11-2021	RGG	Continue research regarding certification decisions in Spring Street and appellate decisions regarding certification in 2nd appellate district.	6.90	825.00	5,692.50
07-13-2021	RGG	Prepare key highlights and facts from recent certification decisions.	5.70	825.00	4,702.50
07-16-2021	RGG	Email exchanges with client regarding status of case and update on case.	0.60	825.00	495.00
07-23-2021	RGG	Review documents produced by Defendant.	2.80	825.00	2,310.00
07-25-2021	RGG	Research regarding CA decisions involving CA Labor Code violations for work-from-home reimbursement claims; research recent cases relating to expenses incurred during the pandemic.	7.80	825.00	6,435.00
07-29-2021	ACG	Review and revise discovery responses; review documents for production.	5.50	825.00	4,537.50
07-30-2021	RGG	Email from ILYM regarding weekly report.	0.10	825.00	82.50
08-02-2021	ACG	Review weekly report.	0.20	825.00	165.00
08-03-2021	ACG	Review defendant's discovery responses; draft meet and confer letter.	4.70	825.00	3,877.50
08-04-2021	ACG	Revise and finalize meet and confer letter.	1.20	825.00	990.00
08-04-2021	RGG	Review meet and confer letter.	0.30	825.00	247.50
08-06-2021	RGG	Review weekly report.	0.10	825.00	82.50
08-08-2021	RGG	Analysis regarding potential expert testimony needed for certification motion; review information regarding former experts used and issues involved.	2.90	825.00	2,392.50
08-09-2021	RGG	Research regarding analysis regarding manageability in recent 2nd appellate district decisions.	6.80	825.00	5,610.00
08-09-2021	ACG	Emails with defense counsel regarding discovery; review TPA report.	0.50	825.00	412.50
08-10-2021	RGG	Continue research regarding manageability in recent 2nd appellate decisions; confer with co-counsel regarding same.	7.40	825.00	6,105.00
08-11-2021	RGG	Analysis regarding pleadings and whether subclasses needed to proceed to certification; review recent cases regarding same.	6.90	825.00	5,692.50
08-13-2021	RGG	Review weekly report.	0.10	825.00	82.50

Date	Professional	Description	Hours	Rate	Amount
08-16-2021	ACG	Review employee interview and voice messages and emails from class members.	1.50	825.00	1,237.50
08-16-2021	RGG	Review report regarding Belaire Notice; confer with co-counsel regarding discovery and documents produced.	0.80	825.00	660.00
08-20-2021	RGG	Review weekly report.	0.10	825.00	82.50
08-23-2021	RGG	Review and analyze 12 page meet and confer regarding discovery responses.	1.10	825.00	907.50
08-23-2021	RGG	Draft interview template.	2.80	825.00	2,310.00
08-23-2021	ACG	Review and revise class member interview template.	0.50	825.00	412.50
08-26-2021	RGG	Review weekly report; review contact list.	0.30	825.00	247.50
08-30-2021	ACG	Emails with defense counsel regarding discovery.	0.40	825.00	330.00
08-30-2021	RGG	Draft email to all class members; review email with opposing counsel regarding discovery.	2.70	825.00	2,227.50
09-02-2021	RGG	Review and analyze 9 page meet and confer regarding requests for production.	0.60	825.00	495.00
09-08-2021	ACG	Review correspondence from defense counsel regarding discovery; prepare for and participate in call with defense counsel regarding discovery.	1.30	825.00	1,072.50
09-09-2021	NS	Interview (5) class members; draft interview notes regarding same; confer with co-counsel regarding same.	7.50	175.00	1,312.50
09-10-2021	ACG	Emails with defense counsel, co-counsel and client regarding mediation.	1.30	825.00	1,072.50
09-10-2021	RGG	Review emails regarding mediation; confer with co-counsel regarding same.	0.60	825.00	495.00
09-13-2021	RGG	Review emails with opposing counsel regarding mediation; review emails from potential mediator and attachments.	0.80	825.00	660.00
09-13-2021	ACG	Emails with defense counsel regarding mediation.	0.20	825.00	165.00
09-13-2021	NS	Interview (4) class members; draft interview notes regarding same; confer with co-counsel regarding same; make numerous calls to class members on class list.	7.50	175.00	1,312.50
09-14-2021	ACG	Email defense counsel regarding mediation.	0.20	825.00	165.00
09-14-2021	RGG	Review emails with opposing counsel regarding potential settlement campaign	0.50	825.00	412.50

Date	Professional	Description	Hours	Rate	Amount
09-15-2021	NS	Interview (6) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
09-20-2021	RGG	Review email to opposing counsel.	0.10	825.00	82.50
09-20-2021	ACG	Review email to opposing counsel.	0.10	825.00	82.50
09-21-2021	ACG	Email to client regarding mediation.	0.10	825.00	82.50
09-21-2021	RGG	Review email to client regarding mediation.	0.10	825.00	82.50
09-27-2021	ACG	Email to opposing counsel.	0.10	825.00	82.50
09-27-2021	RGG	Review email to opposing counsel.	0.10	825.00	82.50
09-28-2021	RGG	Review emails regarding settlement campaign.	0.20	825.00	165.00
09-28-2021	ACG	Review emails regarding settlement campaign.	0.20	825.00	165.00
09-28-2021	ACG	Emails with defense counsel regarding mediation; prepare mediation requests.	2.20	825.00	1,815.00
10-19-2021	RGG	Review mediation requests and confer with co-counsel regarding same.	0.90	825.00	742.50
10-19-2021	ACG	Work on draft of email to defense counsel regarding mediation information.	1.20	825.00	990.00
10-20-2021	ACG	Revise and finalize email to defense counsel regarding list of mediation information.	0.50	825.00	412.50
10-20-2021	RGG	Review email to opposing counsel regarding mediation data.	0.20	825.00	165.00
10-20-2021	ACG	Email opposing counsel regarding meditation data needed.	0.50	825.00	412.50
10-21-2021	NS	Interview (5) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
10-25-2021	NS	Interview (3) class members; draft interview notes regarding same; make numerous calls to class members on class list; confer with co-counsel regarding same	7.50	175.00	1,312.50
10-26-2021	NS	Interview (5) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
10-27-2021	NS	Interview (6) class members; draft interview notes regarding same.	7.50	175.00	1,312.50

Date	Professional	Description	Hours	Rate	Amount
10-28-2021	NS	Interview (4) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	125.00	937.50
10-29-2021	NS	Interview (2) class members; draft interview notes regarding same; make numerous calls to class members on class list; review previous interview notes; respond to class member emails	7.50	175.00	1,312.50
11-08-2021	NS	Interview (7) class members; draft interview notes regarding same	7.50	175.00	1,312.50
11-09-2021	NS	Interview (6) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
11-12-2021	NS	Interview (5) class members; draft interview notes regarding same; make numerous calls to class members on class list; confer with co-counsel regarding same	7.50	175.00	1,312.50
11-15-2021	NS	Interview (4) class members; draft interview notes regarding same; make numerous calls to class members on class list; revise notes.	7.50	175.00	1,312.50
11-16-2021	NS	Interview (5) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
11-17-2021	ACG	Draft email to opposing counsel regarding mediation data and due dates needed.	0.40	825.00	330.00
11-17-2021	RGG	Review email to opposing counsel regarding mediation data and due dates.	0.20	825.00	165.00
11-18-2021	RGG	Review correspondence regarding mediation data.	0.60	825.00	495.00
11-23-2021	NS	Interview (5) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
11-29-2021	NS	Interview (4) class members; draft interview notes regarding same; make numerous calls to class members on class list	7.50	175.00	1,312.50
12-01-2021	RGG	Confer with co-counsel regarding defense mediation requests; review file to prepare responses.	2.20	825.00	1,815.00
12-01-2021	ACG	Review email from opposing counsel regarding info needed for mediation; confer with co-counsel regarding same.	0.70	825.00	577.50
12-03-2021	NS	Interview (4) class members; draft interview notes regarding same; make numerous calls to class members on class list; revise interview notes	7.50	175.00	1,312.50

Date	Professional	Description	Hours	Rate	Amount
12-08-2021	ACG	Emails with defense counsel regarding mediation issues.	0.60	825.00	495.00
12-08-2021	RGG	Review emails with opposing counsel regarding mediation issues.	0.40	825.00	330.00
12-09-2021	RGG	Review emails with opposing counsel regarding mediation data; prepare records requests and authorizations.	2.40	825.00	1,980.00
12-09-2021	RGG	Email to opposing counsel regarding mediation information.	0.10	825.00	82.50
12-09-2021	ACG	Emails with defense counsel regarding mediation data.	0.50	825.00	412.50
12-16-2021	ACG	Emails with defense counsel regarding records requests.	0.60	825.00	495.00
12-16-2021	RGG	Review emails with opposing counsel regarding records requests.	0.30	825.00	247.50
12-17-2021	RGG	Review email from opposing counsel.	0.10	825.00	82.50
12-20-2021	RGG	Review emails regarding mediation information.	0.30	825.00	247.50
12-20-2021	ACG	Emails with defense counsel regarding mediation information.	0.40	825.00	330.00
12-21-2021	NS	Interview (4) class members; draft interview notes regarding same; make numerous calls to class members on class list.	7.50	175.00	1,312.50
12-29-2021	ACG	Emails with defense counsel regarding mediation issues.	0.40	825.00	330.00
12-29-2021	RGG	Review emails regarding mediation issues.	0.40	825.00	330.00
12-29-2021	RGG	Email to opposing counsel regarding mileage.	0.10	825.00	82.50
01-07-2022	NS	Interview (3) class members; draft interview notes regarding same; make numerous calls to class members on class list; confer with co-counsel regarding same	3.00	125.00	375.00
01-10-2022	RGG	Review correspondence from opposing counsel; review document production for Amber Fendrick, Brandy Kavin, Eric Justus, Jordan Gelling, Julia Barrera, Kara Kennedy, Kevin Ly, and Steven Cooke.	2.30	825.00	1,897.50
01-12-2022	RGG	Email exchange with client and D. Holzman regarding mediation preparation meeting.	1.10	825.00	907.50
01-14-2022	ACG	Zoom with client, R. Gundzik and D. Holzman regarding facts and mediation; confer with R. Gundzik regarding same.	1.40	825.00	1,155.00

Date	Professional	Description	Hours	Rate	Amount
01-14-2022	RGG	Zoom with client regarding facts of case and mediation; prepare notes of same; analysis regarding additional issues to research board on client meeting.	3.20	825.00	2,640.00
01-31-2022	RGG	Confer with co-counsel regarding mediation documents.	0.40	825.00	330.00
01-31-2022	RGG	Emails with D. Holzman regarding information at mediation.	0.30	825.00	247.50
02-04-2022	RGG	Emails with D. Holzman regarding continuing mediation because defense can't get data.	0.20	825.00	165.00
02-04-2022	ACG	Confer with defense counsel regarding mediation issues and continuance; emails with co-counsel regarding same.	1.30	825.00	1,072.50
02-08-2022	ACG	Emails with defense counsel regarding mediation; confer with co-counsel regarding mediation documents.	1.80	825.00	1,485.00
02-08-2022	RGG	Confer with co-counsel regarding mediation and documents; review emails with opposing counsel regarding mediation.	1.80	825.00	1,485.00
02-16-2022	ACG	Emails with defense counsel regarding mediation; research additional mediators.	2.30	825.00	1,897.50
02-16-2022	RGG	Review emails with opposing counsel regarding mediation; confer with co-counsel regarding mediators.	1.30	825.00	1,072.50
02-17-2022	ACG	Emails with mediator and defense counsel regarding mediation; draft Stipulation to Continue Class Certification Motion deadline; email defense counsel regarding same; email T. Altschuler regarding status.	2.60	825.00	2,145.00
02-18-2022	ACG	Emails with defense counsel regarding stipulation; revise and finalize stipulation.	1.30	825.00	1,072.50
03-01-2022	RGG	Prepare Notice of Entry of Order.	0.30	825.00	247.50
04-13-2022	ACG	Email defense counsel regarding mediation.	0.40	825.00	330.00
04-18-2022	ACG	Email defense counsel regarding mediation data.	0.30	825.00	247.50
04-19-2022	ACG	Emails with defense counsel regarding mediation data.	0.20	825.00	165.00
05-02-2022	ACG	Emails with defense counsel regarding discovery.	0.50	825.00	412.50
05-17-2022	RGG	Review correspondence and data from opposing counsel; confer with co-counsel regarding same.	0.80	825.00	660.00
05-17-2022	ACG	Review correspondence and data from opposing counsel; confer with co-counsel regarding same.	0.80	825.00	660.00

Date	Professional	Description	Hours	Rate	Amount
05-19-2022	ACG	Prepare email to opposing counsel regarding mediation and dates.	0.40	825.00	330.00
05-19-2022	RGG	Review email regarding mediation.	0.10	825.00	82.50
05-23-2022	RGG	Review correspondence regarding defense mediation requests.	0.50	825.00	412.50
05-23-2022	ACG	Prepare email to defense counsel regarding defense mediation; emails with defense counsel regarding mediation issues.	2.20	825.00	1,815.00
05-25-2022	ACG	Emails with T. Altschuler regarding mediation; emails with defense counsel regarding mediation issues.	1.30	825.00	1,072.50
05-25-2022	RGG	Review emails with opposing counsel and client regarding mediation issues.	0.50	825.00	412.50
05-26-2022	ACG	Review and analyze class member interviews.	4.70	825.00	3,877.50
05-31-2022	ACG	Review and analyze class member interviews.	3.20	825.00	2,640.00
05-31-2022	RGG	Begin review of mediation documents.	5.40	825.00	4,455.00
06-01-2022	RGG	Review policy documents produced by Defendant; analysis regarding changes in policies.	8.40	825.00	6,930.00
06-01-2022	ACG	Conference with D. Holzman regarding internet claim and employee interviews; work on damages analysis; legal research regarding 2802 claim.	8.80	825.00	7,260.00
06-01-2022	RGG	Conference with D. Holzman regarding internet claim and employee interviews.	0.70	825.00	577.50
06-02-2022	ACG	Continue working on damages; legal research; emails with T. Altschuler regarding mediation; draft settlement Memorandum of Understanding; emails with co-counsel regarding scheduling meeting with client for mediation preparation.	7.20	825.00	5,940.00
06-02-2022	NS	Create chart analyzing class member interviews	5.00	175.00	875.00
06-03-2022	RGG	Prepare summary of reimbursement provisions in all handbooks and policies.	8.80	825.00	7,260.00
06-05-2022	RGG	Research regarding recent reimbursement cases; begin mediation brief.	6.80	825.00	5,610.00
06-06-2022	RGG	Draft mediation brief.	8.40	825.00	6,930.00
06-06-2022	ACG	Work on brief and damages model.	6.20	825.00	5,115.00
06-06-2022	RGG	Email exchanges with mediator regarding start time and location.	0.60	825.00	495.00

Date	Professional	Description	Hours	Rate	Amount
06-06-2022	ACG	Email exchanges with mediator regarding start time and location.	0.60	825.00	495.00
06-07-2022	ACG	Emails with mediator, opposing counsel and co-counsel regarding mediation brief and draft Memorandum of Understanding; confer with co-counsel regarding same.	1.30	825.00	1,072.50
06-07-2022	RGG	Review emails with mediator, opposing counsel and co-counsel regarding mediation brief and draft Memorandum of Understanding; confer with co-counsel regarding same.	0.80	825.00	660.00
06-07-2022	ACG	Review and revise mediation brief and damages calculations.	4.80	825.00	3,960.00
06-07-2022	RGG	Complete mediation brief; research regarding recent reimbursement cases.	9.20	825.00	7,590.00
06-08-2022	RGG	Prepare for mediation; review all relevant case law; confer with co-counsel regarding mediation.	11.30	825.00	9,322.50
06-08-2022	ACG	Confer with T. Altschuler regarding mediation; review defense comments to Memorandum of Understanding; review emails provided by client; prepare for mediation.	7.90	825.00	6,517.50
06-09-2022	ACG	Prepare for and attend mediation.	10.60	825.00	8,745.00
06-09-2022	RGG	Prepare for and attend mediation.	10.20	825.00	8,415.00
06-15-2022	RGG	Confer with mediator regarding settlement negotiations; confer with co-counsel regarding same.	2.40	825.00	1,980.00
06-15-2022	ACG	Confer with co-counsel regarding settlement negotiations and mediation discussions.	1.20	825.00	990.00
06-15-2022	RGG	Review emails with client regarding proposed mediator's proposal; confer with co-counsel regarding same.	0.80	825.00	660.00
06-16-2022	RGG	Telephone call with mediator regarding negotiations; confer with co-counsel regarding same.	3.20	825.00	2,640.00
06-16-2022	ACG	Confer twice with mediator; confer with R. Gundzik and D. Holzman regarding mediator discussion.	3.20	825.00	2,640.00
06-17-2022	ACG	Confer with mediator and co-counsel regarding settlement; review mediator's proposal; confer with co-counsel regarding same.	3.10	825.00	2,557.50
06-17-2022	RGG	Confer with co-counsel regarding mediator conference; review mediator's proposal and confer with co-counsel regarding same.	2.80	825.00	2,310.00
06-20-2022	ACG	Confer with T. Altschuler regarding mediator's	2.30	825.00	1,897.50

Date	Professional	Description	Hours	Rate	Amount
		proposal; emails with R. Gundzik and D. Holzman regarding same.			
06-20-2022	RGG	Review emails with client regarding mediator's proposal; confer with co-counsel regarding same.	0.80	825.00	660.00
06-24-2022	RGG	Review emails with client regarding status.	0.30	825.00	247.50
06-24-2022	ACG	Emails with T. Altschuler regarding status.	0.50	825.00	412.50
06-28-2022	RGG	Emails with mediator and co-counsel regarding settlement negotiations.	1.20	825.00	990.00
06-28-2022	ACG	Review emails with opposing counsel and mediator regarding settlement terms.	0.50	825.00	412.50
06-29-2022	ACG	Confer with co-counsel regarding Defendant's response to mediator's proposal; analyze additional conditions and terms.	2.20	825.00	1,815.00
06-29-2022	RGG	Review defendant's response to mediator's proposal; confer with co-counsel regarding same.	1.40	825.00	1,155.00
06-30-2022	ACG	Email with mediator regarding conditional acceptance; confer with D. Holzman and R. Gundzik regarding conditional acceptance; email mediator regarding proposal; emails with T. Altschuler regarding proposal.	3.40	825.00	2,805.00
06-30-2022	RGG	Review email from mediator regarding conditional response from Defendant; confer with co-counsel regarding same; review co-counsel draft response; review emails to mediator and client regarding conditional proposal.	1.80	825.00	1,485.00
07-05-2022	ACG	Confer with co-counsel regarding release language in Memorandum of Understanding; review emails with mediator regarding same.	1.30	825.00	1,072.50
07-05-2022	RGG	Prepare emails to mediator regarding release language in Memorandum of Understanding; confer with co-counsel regarding same.	1.90	825.00	1,567.50
07-06-2022	ACG	Emails and telephone calls with mediator and co-counsel regarding settlement terms.	2.10	825.00	1,732.50
07-06-2022	RGG	Confer with co-counsel regarding settlement terms; emails with co-counsel and mediator regarding same.	1.70	825.00	1,402.50
07-07-2022	ACG	Emails with co-counsel regarding Memorandum of Understanding and escalator clause; review emails from opposing counsel regarding Memorandum of Understanding terms and confer with co-counsel regarding same.	1.40	825.00	1,155.00
07-07-2022	RGG	Review proposed release language and escalator clause from defense counsel; confer with co-counsel regarding same.	1.10	825.00	907.50

Date	Professional	Description	Hours	Rate	Amount
07-08-2022	ACG	Confer with defense counsel regarding release language; revise release language and emails with defense counsel regarding same; confer with court regarding settlement and Motion for Preliminary Approval hearing; emails with T. Altschuler regarding settlement; research regarding federal release issues.	5.20	825.00	4,290.00
07-08-2022	RGG	Confer with co-counsel regarding release terms; research regarding release issues.	3.60	825.00	2,970.00
07-11-2022	ACG	Emails with T. Altschuler regarding settlement; revise settlement Memorandum of Understanding; emails with defense counsel regarding same; confer with co-counsel regarding same.	3.30	825.00	2,722.50
07-11-2022	RGG	Confer with co-counsel regarding Memorandum of Understanding and further negotiations; review revised Memorandum of Understanding.	1.70	825.00	1,402.50
07-12-2022	RGG	Review opposing counsel additional revisions to Memorandum of Understanding; finalize; confer with co-counsel regarding same; email with client regarding Memorandum of Understanding.	2.80	825.00	2,310.00
07-13-2022	ACG	Draft Notice of Settlement; email to client regarding Memorandum of Understanding and terms; email to opposing counsel regarding same.	1.50	825.00	1,237.50
07-13-2022	RGG	Review emails to client regarding Memorandum of Understanding; review emails to opposing counsel regarding Memorandum of Understanding; emails with co-counsel regarding Memorandum of Understanding.	0.80	825.00	660.00
07-25-2022	RGG	Confer with co-counsel regarding settlement stipulation and class notice; review Spring Street model settlement form.	2.70	825.00	2,227.50
07-27-2022	ACG	Draft settlement agreement.	6.60	825.00	5,445.00
07-28-2022	ACG	Continue work on settlement agreement.	7.30	825.00	6,022.50
07-29-2022	ACG	Draft settlement agreement.	5.80	825.00	4,785.00
08-01-2022	ACG	Draft class notice.	3.40	825.00	2,805.00
08-01-2022	RGG	Review correspondence regarding TPAs regarding administration bid; review Phoenix bids; review and revise settlement agreement.	3.60	825.00	2,970.00
08-02-2022	ACG	Revise and finalize draft of agreement and class notice; email defense counsel regarding same.	5.00	825.00	4,125.00
08-02-2022	RGG	Review and revise class notice.	4.20	825.00	3,465.00
08-15-2022	RGG	Review Notice of Related Case; confer with paralegal and co-counsel regarding same.	0.60	825.00	495.00

Date	Professional	Description	Hours	Rate	Amount
08-16-2022	ACG	Review Boone Complaint; preliminary review of defendant's comments on settlement agreement.	1.60	825.00	1,320.00
08-17-2022	ACG	Work on revisions to settlement agreement per defense counsel's comments.	6.80	825.00	5,610.00
08-18-2022	ACG	Work on revisions to notice and settlement agreement per defense counsel's comments; email to defense counsel regarding same.	5.90	825.00	4,867.50
08-18-2022	RGG	Review and revise class notice per defense comments.	4.60	825.00	3,795.00
08-24-2022	RGG	Review emails with opposing counsel regarding settlement agreement and class notice; confer with co-counsel regarding same.	0.60	825.00	495.00
08-24-2022	ACG	Emails with opposing counsel regarding settlement agreement and revisions; confer with co-counsel regarding same.	0.90	825.00	742.50
08-29-2022	RGG	Confer with co-counsel regarding additional defense comments to settlement agreement; analysis regarding same.	1.60	825.00	1,320.00
08-29-2022	ACG	Review and analyze additional comments from defense counsel regarding settlement agreement; confer with co-counsel regarding same; emails with defense counsel regarding same.	3.80	825.00	3,135.00
08-30-2022	ACG	Emails with defense counsel regarding settlement agreement.	0.40	825.00	330.00
08-30-2022	RGG	Review emails with opposing counsel regarding settlement agreement.	0.20	825.00	165.00
08-31-2022	ACG	Confer with defense counsel regarding settlement agreement; revise agreement.	2.50	825.00	2,062.50
09-01-2022	ACG	Confer with TPA regarding 1099 issues; emails with defense counsel regarding same.	0.80	825.00	660.00
09-01-2022	RGG	Review emails with client regarding settlement agreement; review emails with TPA regarding 1099 issues; confer w co-counsel regarding same.	0.60	825.00	495.00
09-09-2022	RGG	Review D. Holzman emails with client; review emails with opposing counsel regarding settlement agreement.	0.40	825.00	330.00
09-09-2022	ACG	Review D. Holzman emails with client; email with opposing counsel regarding settlement agreement.	0.50	825.00	412.50
09-12-2022	RGG	Review email to client regarding settlement status.	0.30	825.00	247.50
09-12-2022	ACG	Draft email to client regarding settlement status.	0.60	825.00	495.00

Date	Professional	Description	Hours	Rate	Amount
09-13-2022	RGG	Review email to client regarding settlement.	0.20	825.00	165.00
09-13-2022	ACG	Draft email to client regarding settlement terms.	0.60	825.00	495.00
09-15-2022	RGG	Review and analyze emails with client regarding status; review emails with opposing counsel regarding settlement agreement; confer with co-counsel regarding same; review and revise settlement agreement.	2.80	825.00	2,310.00
09-15-2022	ACG	Emails with client regarding status; emails with defense counsel regarding settlement agreement.	1.70	825.00	1,402.50
09-16-2022	ACG	Revise and finalize draft settlement agreement and notice; email defense counsel regarding same.	4.40	825.00	3,630.00
09-16-2022	RGG	Review emails regarding settlement agreement and class notice revisions.	0.30	825.00	247.50
09-27-2022	RGG	Review defense additional revisions to settlement agreement; confer with co-counsel regarding same.	3.10	825.00	2,557.50
09-27-2022	ACG	Revise settlement agreement and notice per defendant's comments; emails with defense counsel regarding same.	4.20	825.00	3,465.00
10-03-2022	ACG	Email to D. Holzman regarding settlement status and settlement agreement.	0.40	825.00	330.00
10-04-2022	ACG	Emails with opposing counsel regarding settlement revisions; confer with co-counsel regarding same.	0.60	825.00	495.00
10-04-2022	RGG	Review emails regarding settlement revisions; confer with co-counsel regarding same.	0.40	825.00	330.00
10-07-2022	ACG	Email with opposing counsel regarding settlement agreement revisions.	0.80	825.00	660.00
10-07-2022	RGG	Review correspondence regarding settlement stipulation.	0.40	825.00	330.00
10-10-2022	RGG	Review correspondence regarding execution of settlement stipulation; confer with co-counsel regarding Motion for Preliminary Approval.	0.80	825.00	660.00
10-10-2022	ACG	Draft correspondence regarding settlement agreement and execution; confer with co-counsel regarding Motion for Preliminary Approval.	1.20	825.00	990.00
10-17-2022	ACG	Work on declaration for Motion for Preliminary Approval.	5.20	825.00	4,290.00
10-18-2022	ACG	Work on declaration for Motion for Final Approval.	4.80	825.00	3,960.00

Date	Professional	Description	Hours	Rate	Amount
10-19-2022	ACG	Work on declaration for Motion for Preliminary Approval; begin working on points and authorities; emails with TPA regarding notice declaration.	9.20	825.00	7,590.00
10-20-2022	ACG	Work on Motion for Preliminary Approval.	4.50	825.00	3,712.50
10-21-2022	ACG	Work on Motion for Preliminary Approval, T. Altschuler declaration and D. Holzman declaration; review and revise TPA declaration; related emails with TPA; emails with defense counsel; emails with T. Altschuler; prepare proposed order.	9.10	825.00	7,507.50
10-21-2022	RGG	Review emails with client regarding his declaration; emails with D. Holzman regarding Motion for Preliminary Approval; review and revise D. Holzman declaration; review client's declaration; review and revise proposed order.	5.60	825.00	4,620.00
10-24-2022	RGG	Review and revise all motion papers before delivery to opposing counsel.	4.80	825.00	3,960.00
10-24-2022	ACG	Review and revise drafts of Motion for Preliminary Approval papers; email defense counsel regarding same.	6.50	825.00	5,362.50
10-26-2022	ACG	Review defendant's revisions to TPA declaration; emails with defense counsel and TPA regarding same.	1.60	825.00	1,320.00
10-26-2022	RGG	Review emails regarding opposing counsel comments to declarations; confer with co-counsel regarding same.	0.50	825.00	412.50
10-28-2022	RGG	Review emails with opposing counsel regarding Motion for Preliminary Approval and supporting declarations.	0.20	825.00	165.00
10-28-2022	ACG	Emails with opposing counsel regarding Motion for Preliminary Approval and declarations.	0.40	825.00	330.00
10-31-2022	RGG	Review correspondence regarding related case and opposing counsel declaration; review opposing counsel revisions to Motion for Preliminary Approval; confer with co-counsel regarding same.	2.30	825.00	1,897.50
10-31-2022	ACG	Review defense counsel's comments on Motion for Preliminary Approval; revise moving papers; emails with defense counsel regarding same.	4.50	825.00	3,712.50
11-01-2022	ACG	Review, revise and finalize Motion for Preliminary Approval.	5.10	825.00	4,207.50
11-01-2022	ACG	Emails with opposing counsel and Boone counsel regarding Boone Complaint (related case).	0.70	825.00	577.50
11-01-2022	RGG	Review emails with opposing counsel and Boone counsel; confer with co-counsel regarding same.	0.50	825.00	412.50

Date	Professional	Description	Hours	Rate	Amount
11-15-2022	RGG	Review emails with opposing counsel regarding Motion for Preliminary Approval and declarations.	0.40	825.00	330.00
11-15-2022	RGG	Review revisions to class notice; confer with co-counsel regarding same.	0.70	825.00	577.50
11-15-2022	ACG	Review and approve draft declaration from defense counsel; emails with defense counsel regarding same.	1.40	825.00	1,155.00
11-22-2022	ACG	Review tentative ruling; draft amended settlement agreement; draft supplemental declaration; emails with defense counsel regarding same; emails with T. Altschuler regarding amended agreement.	6.40	825.00	5,280.00
11-22-2022	RGG	Review Motion for Preliminary Approval tentative checklist; confer with co-counsel regarding same; review correspondence with opposing counsel regarding amendment to settlement agreement; review and revise amended settlement agreement and supplemental declaration.	4.20	825.00	3,465.00
11-26-2022	ACG	Revise class notice.	1.60	825.00	1,320.00
11-28-2022	ACG	Prepare for preliminary approval hearing; revise proposed order and emails with defense counsel regarding same; attend hearing; travel to and from court.	4.60	825.00	3,795.00
11-28-2022	RGG	Confer with co-counsel regarding Motion for Preliminary Approval hearing; review correspondence with TPA regarding Motion for Preliminary Approval Order.	0.50	825.00	412.50
11-29-2022	RGG	Review correspondence regarding timeline of events regarding notice.	0.40	825.00	330.00
11-29-2022	ACG	Draft email to TPA regarding timeline of events.	0.50	825.00	412.50
11-29-2022	RGG	Review emails with TPA regarding settlement administration.	0.20	825.00	165.00
11-30-2022	ACG	Emails with TPA administration timeline.	0.30	825.00	247.50
12-02-2022	ACG	Review settlement agreement; emails with TPA regarding mailing deadline.	0.80	825.00	660.00
12-02-2022	RGG	Review emails with TPA regarding timing and mailing deadline.	0.30	825.00	247.50
12-05-2022	ACG	Review TPA weekly report; draft email to TPA regarding notice and timing.	0.90	825.00	742.50
12-05-2022	RGG	Review weekly report; review correspondence regarding notice and timing.	0.60	825.00	495.00
12-15-2022	RGG	Review correspondence from opposing counsel	0.20	825.00	165.00

Date	Professional	Description	Hours	Rate	Amount
		regarding 12/15 hearing.			
12-15-2022	ACG	Review email from opposing counsel regarding 12/15 hearing.	0.20	825.00	165.00
12-28-2022	ACG	Review preliminary calculations from TPA; confer with co-counsel regarding same.	1.30	825.00	1,072.50
12-28-2022	RGG	Confer with co-counsel regarding TPA calculations.	0.30	825.00	247.50
12-29-2022	RGG	Review emails with TPA regarding class data; review emails with opposing counsel regarding data issues; review emails with client regarding data issues; confer with co-counsel regarding same.	1.40	825.00	1,155.00
12-29-2022	ACG	Review and revise draft notice from TPA; review class data; emails with TPA and defense counsel regarding data issues; confer with defense counsel regarding data issues; emails with T. Altschuler regarding data issues.	3.90	825.00	3,217.50
12-30-2022	RGG	Review emails with opposing counsel and TPA regarding class notice.	0.40	825.00	330.00
12-30-2022	ACG	Review emails from opposing counsel regarding class notice language and format; emails with TPA regarding same.	0.70	825.00	577.50
01-04-2023	RGG	Review emails with opposing counsel regarding notice; review emails with TPA regarding class notice.	0.40	825.00	330.00
01-04-2023	ACG	Review and revise class notice; emails with defense counsel and TPA.	2.10	825.00	1,732.50
01-09-2023	RGG	Review status of settlement with administrator; review email regarding notice of mailing.	0.40	825.00	330.00
01-09-2023	ACG	Confer with co-counsel regarding communications with TPA; review email from TPA regarding notice mailing.	0.30	825.00	247.50
01-19-2023	RGG	Emails with class members and TPA regarding notices and disputes.	1.40	825.00	1,155.00
01-20-2023	ACG	Emails with class members and TPA regarding disputes; review TPA report.	1.30	825.00	1,072.50
01-23-2023	ACG	Emails with TPA regarding opt-outs.	0.40	825.00	330.00
01-23-2023	RGG	Review weekly report; review correspondence with TPA regarding opt outs.	0.50	825.00	412.50
01-24-2023	RGG	Review email from possible class member regarding failure to receive notice; email with TPA regarding same; email with class member regarding same; confer with co-counsel regarding same.	1.20	825.00	990.00

Date	Professional	Description	Hours	Rate	Amount
01-24-2023	ACG	Review opt-out requests; review correspondence regarding potential dispute and confer with co-counsel regarding same.	0.50	825.00	412.50
01-25-2023	RGG	Email with class member regarding work months dispute; email TPA regarding same.	0.70	825.00	577.50
01-25-2023	ACG	Review emails with class member and TPA regarding work month dispute.	0.40	825.00	330.00
01-28-2023	RGG	Review emails regarding work month disputes.	0.20	825.00	165.00
01-30-2023	RGG	Review weekly report; review emails from 2 class members regarding work months disputes; review correspondence with TPA and class members regarding same; confer with co-counsel regarding disputes and class member disputes.	2.30	825.00	1,897.50
01-30-2023	ACG	Emails with TPA and class member regarding dispute; review TPA report; confer with cocounsel regarding same.	1.20	825.00	990.00
02-01-2023	RGG	Review message from class member regarding part-time at-home work; telephone call with class member regarding same; email with TPA regarding same.	0.90	825.00	742.50
02-01-2023	ACG	Emails with TPA regarding disputes.	0.40	825.00	330.00
02-02-2023	RGG	Email with potential class member regarding settlement and her participation; email with TPA regarding same; review emails regarding other class member disputes and confer with co-counsel regarding same.	2.50	825.00	2,062.50
02-02-2023	ACG	Emails with TPA and class members regarding work month disputes; confer with co-counsel regarding same.	1.30	825.00	1,072.50
02-06-2023	ACG	Review TPA report; emails with TPA and class members regarding disputes.	1.40	825.00	1,155.00
02-06-2023	RGG	Review emails regarding class member disputes; review weekly report.	0.80	825.00	660.00
02-09-2023	RGG	Review correspondence from class members disputing work months; review email from class member regarding case; emails with class members regarding same; emails with TPA regarding same.	1.50	825.00	1,237.50
02-09-2023	ACG	Emails with TPA and class members regarding disputes.	0.60	825.00	495.00
02-10-2023	ACG	Emails with TPA regarding work from home month disputes.	0.50	825.00	412.50
02-10-2023	RGG	Review emails regarding work month disputes.	0.30	825.00	247.50

Date	Professional	Description	Hours	Rate	Amount
02-13-2023	RGG	Review weekly report and emails regarding opt-outs.	0.40	825.00	330.00
02-13-2023	ACG	Review TPA report; email TPA regarding opt-out and disputes; review opt-out.	0.60	825.00	495.00
02-17-2023	ACG	Review weekly report; emails with TPA regarding same.	0.40	825.00	330.00
02-17-2023	RGG	Review weekly report; review emails with TPA regarding disputes.	0.30	825.00	247.50
02-20-2023	RGG	Review emails with class members regarding work month disputes.	0.50	825.00	412.50
02-20-2023	ACG	Emails with class members and TPA regarding work month disputes.	1.20	825.00	990.00
03-06-2023	RGG	Review joint report; review correspondence regarding outstanding disputes; review correspondence from TPA regarding resolution of disputes; review email from co-counsel regarding new disputes; confer with co-counsel regarding status and Motion for Final Approval.	2.30	825.00	1,897.50
03-07-2023	RGG	Review report from TPA regarding status of all disputes; confer with co-counsel regarding same.	0.50	825.00	412.50
03-07-2023	ACG	Emails with TPA regarding resolution of all disputes; review TPA summary of accepted disputes, pending disputes, denied disputes and other inquiries.	0.80	825.00	660.00
03-08-2023	ACG	Email with TPA regarding remaining disputes unresolved.	0.50	825.00	412.50
03-08-2023	RGG	Confer with co-counsel re Motion for Final Approval and disputes; review TPA correspondence regarding disputes.	1.70	825.00	1,402.50
03-10-2023	RGG	Begin review of file for Motion for Final Approval; begin review of billing records.	7.80	825.00	6,435.00
03-13-2023	ACG	Email with TPA regarding work month final number and escalator clause; review emails with TPA regarding class size and payment amounts.	1.20	825.00	990.00
03-13-2023	RGG	Emails with TPA regarding class size, settlement payment amounts and PAGA payments; review emails with TPA regarding work month final number and escalator clause.	1.40	825.00	1,155.00
03-14-2023	RGG	Continue review of billing records and case file and begin drafting AG declaration for Motion for Final Approval.	9.40	825.00	7,755.00
03-15-2023	RGG	Research regarding Motion for Final Approval and fee motion issues; draft AG declaration for Motion for Final	10.30	825.00	8,497.50

Date	Professional	Description	Hours	Rate	Amount
		Approval.			
03-16-2023	RGG	Complete AG declaration; draft Motion for Final Approval.	9.60	825.00	7,920.00
03-19-2023	RGG	Draft Motion for Final Approval; further review of time records; review of D. Holzman time records.	10.40	825.00	8,580.00
03-20-2023	RGG	Draft TPA declaration; draft Plaintiff's declaration for Motion for Final Approval; draft DH declaration for Motion for Final Approval; draft Motion for Final Approval Order; draft Proposed Judgment.	8.70	825.00	7,177.50
03-21-2023	RGG	Review and revise all Motion for Final Approval docs; prep exhibits for Motion for Final Approval.	7.60	825.00	6,270.00
03-21-2023	ACG	Review and revise AG declaration regarding Motion for Final Approval; confer with co-counsel regarding same.	4.80	825.00	3,960.00
Total					614,952.50

Time Summary

Professional	Hours	Amount
Aaron C. Gundzik	352.40	290,730.00
Nicole Salazar	143.00	24,500.00
Rebecca G. Gundzik	363.30	299,722.50
Total		614,952.50

Expenses

Date	Expense	Description	Amount
02-23-2021	Express Network	Summons and Complaint - Same Day Service	195.00
02-23-2021	Filing fee	DLSE	75.00
02-23-2021	Filing fee	LWDA	75.00
02-23-2021	Express Network	Summons and Complaint	1,618.50
03-03-2021	Express Network	POS	35.00
03-09-2021	Express Network	Notice of Initial Status Conference	35.75
05-07-2021	Express Network	Joint Initial Status	57.50
05-13-2021	Express Network	Stip (x2); Notice of Lodging	170.50
05-19-2021	Filing fee	LASC	3.00
05-21-2021	Filing fee	LA Court Fees	23.00
05-21-2021	Express Network	First Amended Complaint	57.50
05-25-2021	Express Network	Stip and Order	92.75

Date	Expense	Description	Amount
05-27-2021	Express Network	Notice	62.00
06-14-2021	Express Network	Notice of Entry of Order	57.50
07-06-2021	Corporate Research	Case Anywhere 4/30/21-6/30/21	147.60
09-30-2021	Corporate Research	Case Anywhere 7/1/21-9/30/21	144.00
12-31-2021	Corporate Research	Case Anywhere 10/1/21-12/31/21	120.00
03-01-2022	Express Network	Notice of Entry of Order	49.00
04-11-2022	Corporate Research	Case Anywhere 1/1/22-3/31/22	132.00
05-23-2022	Mediation Services	Kyriacou Mediation	4,500.00
06-30-2022	Corporate Research	Case Anywhere 4/1/22-6/30/22	120.00
07-13-2022	Express Network	Notice of Settlement	64.00
08-16-2022	Court Research	Orange County Civil Docs	7.57
09-30-2022	Corporate Research	Case Anywhere 7/1/22-9/30/22	126.00
10-19-2022	Court Research	OCSC	8.34
11-01-2022	Express Network	Declaration (x3); MPA; Order	49.00
11-02-2022	Express Network	Declaration	49.00
11-23-2022	Express Network	Supp Dec	49.00
11-28-2022	Express Network	Notice of Entry of Order	49.00
11-28-2022	Parking	Parking	20.00
01-03-2023	Corporate Research	Case Anywhere 10/1/22-12/31/22	180.00
Total Expenses			8,372.51
Total for this Invoice			623,325.01

Matter Statement of Account

As of 04-06-2023

Matter	Invoices / Credits	Trust	Balance Due
Altschuler v. Sedgwick Claims Management Services-6206	623,325.01		623,325.01
	Total Amount to Pay		623,325.01

Altschuler v. Sedgwick Claims Management Services-6206

Transactions

Date	Transaction	Applied	Invoice	Amount
04-06-2023	Invoice 1224			623,325.01
			Balance	623,325.01

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
04-06-2023	Invoice 1224	623,325.01		623,325.01
			Balance	623,325.01

Exhibit 5



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
— *The Nation's Top Attorney Fee Experts*

News Release

FOR IMMEDIATE RELEASE

March 4, 2020

Survey: Defense Rates Keep Pace with Plaintiffs' Rates in Class Action Litigation

Chicago, IL -- Defense rates keep pace with plaintiffs' rates in class action litigation at partner and associate levels in 2020. That's just one of the findings from a recent survey, The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA). This billing rate survey, conducted via email over a two month period, asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range.

The NALFA survey shows that 95 percent of all class actions fall within the \$200-\$1,200 hourly rate range for both defense and plaintiffs' counsel at partner and associate levels. In short, only 5 percent of class action hourly rates are less than \$200 and over \$1,200. Thus, nearly all class action hourly rates fall within a \$1,000 hourly rate statistical variance.

This survey is the first in a series of hourly rate surveys that NALFA will be conducting in specific practice areas. NALFA also conducts custom hourly rate surveys for clients such as law firms, corporate legal departments, and government agencies. NALFA surveys provide the most accurate and current hourly rate ranges within a given geography and practice area.

"This survey data may be the nation's first and only quantitative class action hourly rate data of its kind," said Terry Jesse, NALFA Executive Director. With more class action hourly rate data to follow, here are some of the top level findings from NALFA's 2020 Class Action Hourly Rate Survey:

The 2020 Average Hourly Rate Range in Class Actions		
	Plaintiffs' Rate	Defense Rate
Senior Partner (20+ Years in Practice)	\$801-\$900	\$801-\$900
Partner (16-19 Years in Practice)	\$701-\$800	\$601-\$700
Junior Partner (12-15 Years in Practice)	\$501-\$600	\$401-\$500
Senior Associate (9-11 Years in Practice)	\$401-\$500	\$301-\$400
Associate (5-8 Years in Practice)	\$201-\$300	\$201-\$300
Junior Associate (2-4 Years in Practice)	\$201-\$300	\$201-\$300
Estimated Margin of Error: +/- \$25.00		

For more information on this survey, visit <http://www.thenalfa.org/blog/survey-class-action-defense-rates-keep-pace-with-plaintiffs-rates-in-2020/> or contact Terry Jesse, NALFA Executive Director at terry@thenalfa.org or call us at (312) 907-7275.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow

Best Practices in Legal Fee Analysis. Our services include: Custom Hourly Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

NALFA | 1336 W. Greenleaf Ave, #3E, Chicago, IL 60626

[Unsubscribe agundzik@gghslaw.com](mailto:unsubscribe_agundzik@gghslaw.com)

[Update Profile](#) | [About Constant Contact](#)

Sent by info@thenalfa.org

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 AARON GUNDZIK 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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