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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

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

15 Plaintiff,

16 vs.

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

19 Defendant.

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

16 **~~PROPOSED~~ JUDGMENT**

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

Complaint Filed: February 23, 2021

21
22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

- 23 1. Judgment is entered in accordance with the terms of this Court's Order
24 Granting Final Approval Of Class Action and PAGA Settlement in favor of Plaintiff Todd
25 Altschuler ("Representative Plaintiff" of "Plaintiff") and against Defendant Sedgwick
26 Claims Management Services, Inc. ("Defendant" or "Sedgwick") in the amount of
27 \$4,000,000, which is to be distributed as set forth in the Order Granting Final Approval of
28 Class Action and PAGA Settlement.

1 2. With the exception of Michael Baril, Noel Jensen, and William Bierne,
2 Plaintiff and the Class shall take nothing from the Released Parties except as set forth in the
3 Oder Granting Final Approval Of Class Action And PAGA Settlement.

4 3. The Class in this action is defined and consists of all employees of Sedgwick
5 who have worked from home in California at any time during the Class Period (February 23,
6 2017 to November 28, 2022). Michael Baril, Noel Jensen, and William Bierne opted out of
7 the Settlement. Therefore, all Class Members with the exception of Michael Baril, Noel
8 Jensen, and William Bierne are bound by this Judgment.

9 4. Upon receipt by the Settlement Administer of the gross settlement amount of
10 \$4,000,000, all Class Members on behalf of themselves and their respective former and
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns and
12 estates (except Michael Baril, Noel Jensen, and William Bierne) are deemed to have
13 released Defendant and any of its former or present parents, subsidiaries, affiliates,
14 investors, partners, owners, related organizations, predecessors or successors, and all agents,
15 employees, officers, directors, shareholders, members, managers, holding companies,
16 insurers, and attorneys thereof, including but not limited to York Risk Services Group, Inc.,
17 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
18 attorneys' fees, damages, interest, restitution, penalties, action or causes of action, and
19 liabilities, including costs, expenses, penalties, and attorneys' fees, in law or equity, for
20 causes of action alleged in the operative complaint and for any other claims or causes of
21 action that could have been alleged based upon the facts alleged in the operative complaint
22 ("Released Claims"). The Released Claims include, without limitation, claims for failure to
23 reimburse for necessary business expenses, including but not limited to mileage, home
24 internet, home telephone, cellular telephone, home utilities, office supplies and equipment,
25 and cost of space for home office, and claims for unfair business practices for the forgoing
26 alleged violations, as well as any other state or federal law, statute, regulation, or ordinance
27 imposing liability and/or obligations that could be brought based on the factual allegations in
28 the Operative Complaint. Class Members shall not waive section 1542 of the California

1 Civil Code. The time period governing these Released Claims shall be February 23, 2017
2 through November 28, 2022.

3 5. Upon receipt by the Settlement Administer of the gross settlement amount of
4 \$4,000,000, all Aggrieved Employees, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns
6 and estates, will be deemed to have released Defendant and any of its former or present
7 parents, subsidiaries, affiliates, investors, partners, owners, related organizations,
8 predecessors or successors, and all agents, employees, officers, directors, shareholders,
9 members, managers, holding companies, insurers, and attorneys thereof, including but not
10 limited to York Risk Services Group, Inc. from any and all claims, debts, liabilities,
11 demands, obligations, guarantees, costs, expenses, penalties, attorneys' fees, damages,
12 action or causes of action, and liabilities that could have been recovered under PAGA for
13 violations of Labor Code section 2802 as alleged in Plaintiff's letter to the LWDA dated
14 February 23, 2021 and the operative complaint. The Release Period for the PAGA Claims is
15 February 23, 2020 to November 28, 2022.

16 6. Without affecting the finality of this Judgment, the Court retains exclusive
17 and continuing jurisdiction over the litigation for purposes of enforcing the terms of its
18 Order granting Final Approval of the Settlement Agreement, and addressing settlement
19 administration and post-Judgment matters as permitted by law, including conducting further
20 hearing(s) on certification of distribution procedures.

21
22 Dated: T æ AIGCH



A handwritten signature in black ink that reads "Stuart M. Rice".

Stuart M. Rice / Judge
Hon. Stuart M. Rice

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

- **[PROPOSED] JUDGMENT**

on the interested parties in this action:

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

Please see attached service list

<p>() 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.</p>	<p>() 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.</p>
<p>() 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.</p>	<p>(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.</p>

(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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