

1 AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
2 GUNDZIK GUNDZIK HEEGER LLP
14011 Ventura Blvd., Suite 206E
3 Sherman Oaks, CA 91423
Telephone: (818) 290-7461
4 Facsimile: (818) 918-2316

FILED
Superior Court of California
County of Los Angeles
05/03/2023
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

5 MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
6 N. CORY BARARI (State Bar No. 295306)
CASKEY & HOLZMAN
7 24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
8 Telephone: (818) 657-1070
Facsimile: (818) 297-1775

9 Attorneys for Plaintiff Todd Altschuler, individually,
10 on behalf of all others similarly situated

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

~~PROPOSED~~ ORDER
GRANTING 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

Electronically Received 04/10/2023 12:43 PM

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1 The Court, having considered the Motion for final approval of the settlement of this
2 matter pursuant to the First Amended Class Action and PAGA Settlement Agreement and
3 Class Notice (the “Settlement Agreement”), having granted preliminary approval on
4 November 28, 2022, having directed that notice be given to all Class Members of
5 preliminary approval of the Settlement Agreement and the final approval hearing and the
6 right to be excluded from or object to the settlement, having read and considered all of the
7 papers of the parties and their counsel, and having received no objections to the settlement,
8 and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. The Motion for Final Approval of the settlement is granted;

11 2. The parties to this action are Plaintiff Todd Altschuler (“Representative
12 Plaintiff” or “Plaintiff”) and Defendant Sedgwick Claims Management Services, Inc.
13 (“Defendant” or “Sedgwick”).

14 3. After participating in an arms’ length mediation, Plaintiff and Defendant have
15 agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
16 represent. The terms of the proposed settlement are fully set forth in the First Amended
17 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”)
18 attached as Exhibit 1 to the Declaration of Aaron Gundzik in Support of the Motion for
19 Final Approval of Class Action and PAGA Settlement.

20 4. This Court has jurisdiction over the subject matter of this action (the
21 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
22 Class Members.

23 5. The terms used in this Order have the meaning assigned to them in the
24 parties’ Settlement Agreement.

25 6. The Court finds that the Class consists of all employees of Sedgwick who
26 have worked from home in California at any time during the Class Period (February 23,
27 2017 to November 28, 2022).

1 7. The Class Period shall begin on February 23, 2017 and end on November 28,
2 2022.

3 8. Aggrieved Employee means a member of the Class who was employed by
4 Sedgwick and worked from home in California at any time during the PAGA Period
5 (February 23, 2020, through November 28, 2022).

6 9. In settlement, Defendant will pay the gross amount of \$4,000,000. From this
7 gross amount, the parties propose to deduct \$26,000 in fees to be paid to the Settlement
8 Administrator, a Service and Release Payment to the Representative Plaintiff in the amount
9 of ~~\$10,000~~, \$37,500 to the California Labor and Workforce Development Agency, \$12,500
10 to the Aggrieved Employees, Class Counsel's costs of \$14,216.66, and Class Counsel's
11 attorneys' fees of \$1,333,333, which is justified in light of the benefit to the Class.

12 10. The amount remaining, after deductions approved by the Court, will be
13 distributed to Settlement Class Members based on their number of Work From Home
14 Months in California during the Class Period.

15 11. Michael Baril, Noel Jensen, and William Bierne filed requests to be excluded
16 from the settlement. Therefore, all members of the Settlement Class with the exception of
17 Michael Baril, Noel Jensen, and William Bierne will receive a settlement payment and be
18 bound by the releases and Judgment.

19 12. Neither the settlement, nor any of the terms set forth in the Settlement
20 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
21 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
22 Order constitute a finding by the Court of the validity of any of the claims alleged in the
23 Action, or of any liability of Defendant or any of the other Released Parties.

24 13. The Court finds that the Notice of Class Action Settlement ("Notice of
25 Settlement") has been mailed to all Class Members as previously ordered by the Court, and
26 that such Notice of Settlement fairly and adequately described the terms of the proposed
27 Settlement Agreement, the manner in which the Class Members could object to or
28 participate in the settlement, and the manner in which Class Members could opt out of the

1 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
2 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
3 3.769, due process and all other applicable laws. The Court further finds that a full and fair
4 opportunity has been afforded to Class Members to participate in the proceedings convened
5 to determine whether the proposed Settlement Agreement should be given final approval.

6 14. The Court finally approves of the distribution of the Net Settlement Amount
7 to the Settlement Class Members. Settlement Class Members are not required to submit a
8 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
9 Class Member will be based on each Settlement Class Member's number of Work From
10 Home Months (as defined in the Settlement Agreement) in California during the Class
11 Period.

12 15. The Court finds that the Settlement Agreement is fair, reasonable and
13 adequate as to the Settlement Class, the named Plaintiff and Defendant, and is the product of
14 good faith, arms' length negotiations between the parties, and further, that the Settlement
15 Agreement is consistent with public policy, and fully complies with all applicable provisions
16 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
17 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
18 \$4,000,000 ("Gross Settlement Amount") as follows:

19 a. The Court approves of the payment of Settlement Administration Costs of
20 \$26,000 to Phoenix Settlement Administrators.

21 b. The Court approves of a Service and Release Payment in the amount of
22 \$10,000 to Representative Todd Altschuler, as payment for his time and efforts in pursuing
23 this Action, for the risks he has undertaken, and as additional compensation for the
24 expanded release he is providing;

25 c. The Court approves of Class Counsel's attorneys' fees request of \$1,333,333,
26 which is one-third of the Gross Settlement Amount, finding that it is reasonable in light of
27 the benefit provided to the Class, to be distributed pursuant to the provisions of Paragraph
28 16 of this Order;

1 d. The Court approves of Class Counsel’s request for reimbursement of
2 litigation costs and expenses in the amount of \$14,216.66;

3 e. The Court approves of a payment to the Labor and Workforce Development
4 Agency (“LWDA”) in the amount of \$37,500 and a payment of \$12,500 to the Aggrieved
5 Employees (to be distributed based on their number of Work From Home Months during the
6 PAGA Period) in settlement of claims under the California Labor Code Private Attorneys
7 General Act (“PAGA”);

8 f. The Court approves of payment of the remainder of the Gross Settlement
9 Amount (the “Net Settlement Amount”), approximately \$2,566,450.34, to the Settlement
10 Class Members who have not opted out of the settlement, pursuant to the terms of the
11 Settlement Agreement, Paragraph 3.2.4, and that all settlement payments be deemed fifty
12 percent unreimbursed expenses, twenty-five percent interest and twenty-five percent
13 penalties.

14 g. If a Settlement Class Member’s settlement check(s) is not cashed within 180
15 days of issuance, it shall be voided and the funds from all such uncashed checks shall be
16 sent to the California State Controller as unclaimed property in the name of the Settlement
17 Class Member.

18 16. The Court approves of the following implementation schedule for further
19 proceedings:

20 • Settlement Effective Date: Pursuant to Paragraph 1.18 of the Settlement
21 Agreement, the Effective Date is the date of entry of this “Final Approval Order,” as there
22 have been no objections to the settlement.

23 • Deadline for Defendant to deliver the Gross Settlement Amount of
24 \$4,000,000 to the Settlement Administrator: Within twenty (20) days after the Effective
25 Date.

26 • Mailing of Payments to Class Members: Within ten (10) days of Defendant’s
27 deposit of the Gross Settlement Amount with the Settlement Administrator.

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- Payment to the Class Representative: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Payment to Class Counsel of Class Counsel’s attorneys’ fees and Class Counsel’s costs: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Payment to the Settlement Administrator: Within ten (10) days of Defendant’s deposit of the Gross Settlement Amount.
- Final Report from the Settlement Administrator: After final distribution of Net Settlement Amount.

17. A non-appearance review is set for February 1, 2017. If a satisfactory compliance status report is filed at least 5 court days before the compliance hearing, no appearances will be required.

Dated: February 1, 2017



Stuart M. Rice

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

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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] ORDER GRANTING 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

<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**

Caskey & Holzman

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

Representing: Todd Altschuler, et al.

Gundzik Gundzik Heeger LLP

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

Representing: Todd Altschuler, et al.

Wilson Turner Kosmo, LLP

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

Representing: Sedgwick Claims Management Services, Inc.