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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF LOS ANGELES**
15

16 SHERRY RUMPH, as an individual, on
17 behalf of herself and those similarly situated
18 and on behalf of the State of California, as a
19 private attorney general,

20 Plaintiff,

21 vs.

22 SEDGWICK CLAIMS MANAGEMENT
23 SERVICES, INC., a Corporation; and DOES
24 1 through 50, inclusive,

25 Defendants.
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27
28

CASE NO.: **24LBCV01324**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: August 13, 2026

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated March 19, 2026]

Judge: Hon. Nicole M. Heeseman

Dept: S25

Action Filed: June 26, 2024

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on August 17, 2026, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: August 17, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

7 By: /s/ Kyle Nordrehaug
8 Kyle R. Nordrehaug
9 Attorneys for Plaintiff

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On August 17, 2026, I served the document(s) described as:

7 **1. Notice of Motion Entry of Judgment**

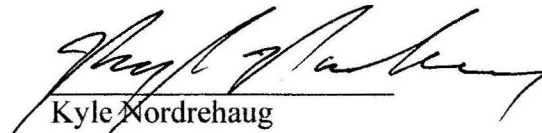
8 X **BY ELECTRONIC SERVICE (via email):** I caused a copy of the document(s)
9 referenced above to be electronically transmitted to the following e-mail address(es):

10 WILSON TURNER KOSMO LLP
11 Lois M. Kosch
12 Email: Lkosch@wilsonturnerkosmo.com
13 Geoff D. La Val
14 Email: GlaVal@wilsonturnerkosmo.com
15 402 West Broadway, Suite 1600
16 San Diego, California 92101

17 Attorneys for Defendant

18 X **ONLINE TO THE LWDA:** I caused the above-described document to be delivered to the
19 Labor Workforce Development Agency via online process at the PAGA Filing website in
20 accordance with the procedure imposed by the LWDA.

21 X (State): I declare under penalty of perjury under the laws of the State of California that the
22 above is true and correct. Executed on August 17, 2026, at La Jolla, California.

23 
24 Kyle Nordrehaug

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

08/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Briel Deputy

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

SHERRY RUMPH, as an individual, on behalf
of herself and those similarly situated and on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 24LBCV01324

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: August 13, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. Nicole M. Heeseman
Dept: S25

Date Filed: June 26, 2024
Trial Date: Not set

1 The unopposed motion of Plaintiff Sherry Rumph (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Sedgwick Claims Management Services, Inc. (“Defendant”), attorneys’ fees and costs, service
4 payment, and the expenses of the Administrator duly came on for hearing on August 13, 2026
5 before the Honorable Nicole M. Heeseman.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Eight Hundred Forty
16 Thousand Dollars (\$840,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On March 10, 2026, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about April 23, 2026. This mailing of the Class Notice to Class Members' last-known addresses
5 was the best notice practicable under the circumstances and was reasonably calculated to
6 communicate actual notice of the litigation and the proposed settlement to the Class. The Class
7 Notice given to the Class Members fully and accurately informed the Class Members of all
8 material elements of the proposed Settlement and of their opportunity to object to or comment
9 thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class
10 Members; and complied fully with the laws of the State of California, the United States
11 Constitution, due process and other applicable law. The Class Notice fairly and adequately
12 described the Settlement and provided Class Members adequate instructions and a variety of
13 means to obtain additional information.

14 7. The Response Deadline for opting out or submitting written objections to the
15 Settlement was June 22, 2026, which for re-mailings was extended by fourteen (14) days. There
16 was an adequate interval between notice and the deadline to permit Class Members to choose what
17 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
18 Members to participate in this hearing, and all Class Members and other persons wishing to be
19 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
20 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness of the Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Steve Serratore, an experienced mediator of wage and
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1 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

2 b. Plaintiff and Class Counsel's investigation and discovery have been
3 sufficient to allow the Court and counsel to act intelligently.

4 c. Counsel for all Parties are experienced in similar employment class action
5 and PAGA litigation. Class Counsel recommended approval of the Agreement.

6 d. The percentage of objectors and requests for exclusion is small. No
7 objections were received. No requests for exclusion were received. There were no individuals
8 who opted out of the Settlement.

9 e. The participation rate was high. 84 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$280,000 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$24,722.88 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that the Class
27 Representative Service Payment in the amount of \$15,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members and Aggrieved Employees, transmit payment for attorneys' fees and costs to Class
6 Counsel, transmit the Class Representative Service Payment to the Plaintiff, issue all required tax
7 reporting forms, calculate withholdings and perform the other remaining duties set forth in the
8 Agreement. The Administrator has documented \$4,500 in fees and expenses, and this amount is
9 reasonable in light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
12 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency
13 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
19 Defendant as Field Case Managers and who were classified as exempt from overtime wages in
20 California at any time during the PAGA Period (April 22, 2023 through August 24, 2025).
21 Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these
22 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
23 to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class is defined as
2 follows:

3 All individuals who are or previously were employed by Defendant as Field Case
4 Managers and who were classified as exempt from overtime wages in California at
any time during the Class Period (May 24, 2020 through August 24, 2025).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
7 no individuals who requested exclusion from the Class.

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund
10 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to
11 the Administrator no later than sixty (60) days after the Effective Date.

12 18. Class Counsel are awarded attorneys’ fees in the amount of \$280,000 and costs in
13 the amount of \$24,722.88. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 19. The payment of the Class Representative Service Payment in the amount of
16 \$15,000 to the Plaintiff is approved.

17 20. The payment of \$4,500 to the Administrator for its fees and expenses is approved.

18 21. The PAGA Penalties amount of \$20,000 is approved and is to be distributed in
19 accordance with the Agreement.

20 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
21 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

22 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
25 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
26 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
27 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
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1 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
2 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
3 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
4 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
5 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
6 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
8 Claims and/or Released PAGA Claims.

9 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
12 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
13 Class Members.

14 25. If the Agreement does not become final and effective in accordance with the terms
15 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be
20 certified as a class action and/or managed as a representative action.

21 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

22 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
23 Plaintiffs, and all members of the Class, shall take nothing in the Action.

24 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
25 provided in the Agreement and in this Final Approval Order and Judgment.

26 28. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
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1 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
2 release claims against Defendant and all Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, fully release and discharge Defendant and the Released Parties from any and all
6 causes of action, claims, rights, damages, and penalties arising at any time during the Class Period
7 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
8 Complaint including, inter alia, all claims arising under California Labor Code §§ 201, 202, 203,
9 204, 226, 226.7, 227.3, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, and 2802;
10 California Business and Professions Code §§17200-17208, including the following claims: all
11 claims for alleged misclassification as an exempt employee, unpaid wages (including claims for
12 failure to pay minimum wages, straight time wages, overtime and double-time compensation); all
13 claims for the timeliness of wage payments (whether regular or final wages); all claims for the
14 failure to provide compliant meal, rest, and recovery periods; all claims for the failure to pay
15 premiums for violations of meal, rest, and recovery period laws (including the failure to make
16 premium payments at all, or failure to make premium payments at the correct rate of pay); all
17 claims for the provision of wage statements; all claims for the failure to maintain accurate
18 employment records; all claims for the deduction of wages; all claims for failure to reimburse
19 necessary business expenses; all claims for failure to provide paid sick leave; and all claims for
20 unfair business practices resulting from any of the foregoing (“Released Class Claims”). Except
21 as set forth herein, Participating Class Members do not release any other claims, including claims
22 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, or workers’ compensation, or Class claims
24 based on facts occurring outside the Class Period.

25 (b) All Aggrieved Employees and the LWDA are deemed to release and
26 discharge fully, on behalf of themselves and their respective former and present representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released
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1 Parties from any and all rights and claims for civil penalties pursuant to PAGA during the PAGA
2 Period that were alleged, or reasonably could have been alleged, based on the facts stated in the
3 Operative Complaint and the PAGA Notices including all PAGA claims arising under California
4 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 351, 246, 246.5, 510, 512, 558, 1194,
5 1197, 1197.1, 1198, 2699, and 2802; and 8 C.C.R. §11040, Sections 3, 4, 7, 11, 12, and 20 for any
6 and all of the following PAGA claims: all PAGA claims based on alleged misclassification as an
7 exempt employee, unpaid wages (including claims for failure to pay minimum wages, straight
8 time wages, overtime and double-time compensation); all PAGA claims based on the timeliness of
9 wage payments (whether regular or final wages); all PAGA claims based on the failure to provide
10 compliant meal, rest, and recovery periods; all PAGA claims based on the failure to pay premiums
11 for violations of meal, rest, and recovery period laws (including the failure to make premium
12 payments at all, or failure to make premium payments at the correct rate of pay); all PAGA claims
13 based on the provision of wage statements; all PAGA claims based on the failure to maintain
14 accurate employment records; all PAGA claims based on to the deduction of wages; and all
15 PAGA claims based on failure to reimburse necessary business expenses (“Released PAGA
16 Claims”). The Released PAGA Claims do not include other PAGA claims, including underlying
17 wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair
18 Employment and Housing Act, unemployment insurance, disability, social security, workers’
19 compensation, and PAGA claims outside of the PAGA Period.

20 (c) Plaintiff and his respective former and present spouses, representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
22 Released Parties from the Plaintiff’s Release, as fully set forth in the Agreement.

23 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
24 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the California Controller's
26 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
27 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
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1 30. The Court hereby enters judgment in the Action as of the filing date of this Order
2 and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of
3 this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
4 interpretation, implementation, and enforcement of the Settlement and all orders entered in
5 connection therewith pursuant to California Code of Civil Procedure section 664.6.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

7
8 Dated: 07/22/2026



HON. NICOLE M. HEESEMAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA