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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

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

17 Plaintiffs,

18 vs.

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

22 Defendants.

CASE NO.: **24LBCV01324**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: March 19, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. Nicole M. Heeseman

Dept: S25

Date Filed: June 26, 2024

Trial Date: Not set

23 This matter came before the Honorable Nicole M. Heeseman of the Superior Court of the
24 State of California, in and for the County Los Angeles, on March 19, 2026, for hearing on the
25 unopposed motion by Plaintiff Sherry Rumph ("Plaintiff") for preliminary approval of the Class
26 Action and PAGA Settlement with Defendant Sedgwick Claims Management Services, Inc.
27 ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters
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1 presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement.

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4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Class Action and PAGA Settlement
6 Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
7 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based
8 on the Court's determination that the Settlement set forth in the Agreement is within the range of
9 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
10 Procedure and California Rules of Court, rule 3.769.

11 2. This Order incorporates by reference the definitions in the Agreement, and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

13 3. The Gross Settlement Amount that Defendant shall pay is Eight Hundred Forty
14 Thousand Dollars (\$840,000). It appears to the Court on a preliminary basis that the settlement
15 amount and terms are fair, adequate and reasonable as to all potential Class Members when
16 balanced against the probable outcome of further litigation and the significant risks relating to
17 certification, liability and damages issues. It further appears that investigation and research have
18 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
19 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
20 by all Parties, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. It further appears that the Settlement has been reached as the result of
22 serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class are fair,
27 adequate, and reasonable when balanced against the probable outcome of further litigation and the
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1 significant risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
3 Gross Settlement Amount, which is currently estimated to be \$280,000, an award of litigation
4 expenses incurred, not to exceed \$36,000, and a proposed Class Representative Service Payment
5 to the Plaintiff in an amount not to exceed \$15,000. The Court will not approve the amount of
6 attorneys' fees and costs, nor the amount of any service payment, until the Final Approval
7 Hearing. Plaintiff will be required to present evidence supporting these requests, including
8 lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this, or any other, proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who are or previously were employed by Defendant as Field Case Managers and
14 who were classified as exempt from overtime wages in California at any time during the Class
15 Period." The "Class Period" is May 24, 2020 through August 24, 2025.

16 7. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
22 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
23 action is superior to other available methods for the efficient adjudication of this controversy; and
24 (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate
25 representative of the Class.

26 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
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1 Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik
2 De Blouw LLP as Class Counsel for the Class.

3 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
4 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency
5 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$5,000 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who are or previously were employed by Defendant as Field Case
8 Managers and who were classified as exempt from overtime wages in California at any time
9 during the PAGA Period (April 22, 2023 through August 24, 2025). Pursuant to Labor Code
10 section 2699, the LWDA was provided notice of the Agreement and these settlement terms. The
11 Court finds the PAGA Penalties to be reasonable.

12 10. The Court hereby approves, as to form and content, the Class Notice attached to the
13 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
14 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
15 to be excluded from the Class by submitting a written opt-out request, and of each Participating
16 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
17 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
18 and this Order meets the requirements of due process, is the best notice practicable under the
19 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
20 Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in
21 the Agreement. If a Class Notice is returned because of an incorrect address, the Administrator
22 will promptly search for a more current address for the Class Member and re-mail the Class Notice
23 to any new address for the Class Member no later than seven (7) days after the receipt of the
24 undelivered Class Notice.

25 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
26 than twenty-one (21) calendar days after this Order, Defendant will provide the Class Data to the
27 Administrator. The Administrator will perform address updates and verifications as necessary
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1 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
2 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
3 to all Class Members via first-class regular U.S. Mail to their last known address.

4 12. The Court hereby preliminarily approves the proposed procedure for exclusion
5 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
6 from the Class as provided in the Class Notice by following the instructions for requesting
7 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
8 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
9 Class Notice (“Response Deadline”). If a Class Notice is re-mailed, the Response Deadline for
10 requests for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion
11 may also be faxed or emailed to the Administrator as indicated in the Class Notice. Any such
12 person who chooses to opt out of and be excluded from the Class will not be entitled to any
13 recovery under the Class Settlement and will not be bound by the Class Settlement or have any
14 right to object, appeal or comment thereon. Aggrieved Employees shall be sent their Individual
15 PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of
16 whether they opt out of the Class. Class Members who have not requested exclusion shall be
17 bound by all determinations of the Court, the Agreement and the Judgment. A request for
18 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
19 group, class, or subclass of individuals is not permitted and will be deemed invalid.

20 13. Any Class Member who has not opted out may appear at the final approval hearing
21 and may object or express the Class Member’s views regarding the Settlement and may present
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
23 and determined by the Court as provided in the Class Notice. Class Members will have until the
24 Response Deadline to submit their written objections to the Administrator. Written objections
25 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
26 Notice is re-mailed, the Response Deadline for written objections will be extended an additional
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1 fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to
2 make an oral objection.

3 14. A final approval hearing shall be held before this Court on August 13, 2026 at 8:30
4 a.m. in Department S25 at the Governor George Deukmejian Courthouse of the Los Angeles
5 County Superior Court to hear the motion for final approval and for attorneys' fees and costs, and
6 to determine all necessary matters concerning the Settlement, including: whether the proposed
7 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
8 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
9 Order and Judgment should be entered herein; whether the plan of allocation contained in the
10 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
11 finally approve attorneys' fees and costs to Class Counsel, service payment to Plaintiff, and the
12 fees and expenses of the Administrator. All papers in support of the motion for final approval
13 shall be filed with the Court and served on all counsel no later than sixteen (16) court days before
14 the hearing and the motion shall be heard at this final approval hearing.

15 15. Neither the Settlement nor any exhibit, document, or instrument delivered
16 thereunder shall be construed as a concession or admission by Defendant in any way that the
17 claims asserted have any merit or that this Action was properly brought as a class or representative
18 action, and shall not be used as evidence of, or used against Defendant as, an admission or
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
20 omission by Defendant or with respect to the truth of any allegation asserted by any person.
21 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
22 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
23 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
24 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
25 evidence of a presumption, concession, indication or admission by Defendant of any liability,
26 fault, wrongdoing, omission, concession or damage.

1 16. In the event the Settlement does not become effective in accordance with the terms
2 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
4 and the Parties shall revert to their respective positions as of before entering into the Agreement,
5 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
6 including all available defenses and affirmative defenses, and arguments that any claim in the
7 Action could not be certified as a class action and/or managed as a representative action. In such
8 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
9 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
10 the Agreement with respect to the effect of the Agreement if it is not approved.

11 17. The Court reserves the right to adjourn or continue the date of the final approval
12 hearing and all dates provided for in the Agreement without further notice to Class Members and
13 retains jurisdiction to consider all further applications arising out of or connected with the
14 proposed Settlement.

15 18. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
16 further orders of the Court at the Final Approval Hearing.

17 **IT IS SO ORDERED.**

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19 Dated: _____

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

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