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Attorneys for Anthony Morris, on behalf of himself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTHONY MORRIS, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY, an Indiana
Corporation; LINCOLN NATIONAL
CORPORATION, an Indiana Corporation;
and DOES 1 Through 10, Inclusive,

Defendants.

Case No. 22STCV20426

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lawrence P. Riff

Department SS7

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF ANTHONY MORRIS IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE AND
SETTING OF FINAL FAIRNESS HEARING
DATE**

Date: August 9, 2023

Time: 10:00 a.m.

Dept: SS 7

Judge: Lawrence P. Riff

Complaint filed: June 22, 2022

Trial date: Not set

1 I, Anthony Morris, declare as follows:

2 1. I am over the age of eighteen years of age. If called as a witness, I could testify
3 to the facts in this declaration based on my personal knowledge. I submit this Declaration in
4 Support of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action
5 Settlement, Conditional Certification, Approval of Class Notice, and Setting of Final Fairness
6 Hearing Date, my adequacy to serve as a representative of the Class, and my requested Class
7 Representative Service Payment.

8 2. I am not related to any attorney working on the case, I am not aware of any
9 interests I have that are averse to the interests of any class member, and I do not have any
10 conflicts that would keep me from adequately representing the class. I have been and remain
11 committed to prosecuting this case vigorously on behalf of the class. I agreed to become a
12 representative and named plaintiff in this case to represent other employees who experienced
13 similar violations as me.

14 3. From February 19, 2019 through November 2021, I worked for The Lincoln
15 National Life Insurance Company and Lincoln National Corporation ("Defendants") when I took
16 a leave of absence. I returned from my leave of absence on February 4, 2022. From February 19,
17 2019 through July 5, 2020, I worked in the exempt salaried position of "Specialist, Field
18 Operations Sales." Beginning July 6, 2020, I worked in the non-exempt salaried position of "Sr.
19 Adminr, GP Sales Support" until my termination on February 4, 2022. From approximately
20 March 2020 through November 2021, in light of the COVID-19 pandemic, Defendants shut
21 down their offices including the Glendale, California office where I worked and required me,
22 and other employees, to work from home.

23 4. After my employment ended, I retained the law firms of Cohelan Khoury &
24 Singer and Majarian Law Group, APC to pursue this case as a proposed wage and hour Class
25 and PAGA Representative action. I contended some of Defendants' policies and procedures were
26 unlawful, including not paying me all minimum, regular, and overtime wages owed and not
27 providing me with all meal and rest breaks, which directly led to Defendants' failure to provide
28 me with accurate wage statements and all wages owed to me upon my separation from the

1 company.

2 5. I also contended that Defendants also did not reimburse me for business expenses,
3 including home office expenses such as high-speed internet, wi-fi, cell phone, office supplies,
4 desk, and work chair expenses. I was required to work from home in light of the COVID-19
5 pandemic. To accomplish my work from home, I incurred home office expenses such as high-
6 speed internet, wi-fi, cell phone, office supplies, desk, and work chair expenses. I did not receive
7 any reimbursement for these costs.

8 6. Since beginning the legal process almost one year ago, I have had many calls with
9 my attorneys, and exchanged many emails with them, and provided all the documents and
10 records they requested about my employment, including earnings statements. I also signed
11 documents so that my attorneys could request additional employment and payroll records from
12 Defendants.

13 7. I agreed to file this lawsuit to help others who were not aware of their rights or
14 were afraid to complain for fear of losing their jobs. I understood the lawsuit could continue for
15 well over a year or two, which it has, and require my attention the entire time.

16 8. I understood by filing a class action against an employer I risked losing future
17 jobs because an internet search would show I sued a past employer.

18 9. Despite the risks, I am proud to have my name on the case and to have caused
19 Defendants to pay my fellow employees a substantial amount because I filed it.

20 10. As part of my duties and responsibilities as a Class Representative, I was
21 informed Defendants had the right to take my deposition. I was told my deposition preparation
22 and deposition itself would take multiple days, and that my attorneys would prepare me so that
23 I would be comfortable when giving my testimony. Although my deposition was ultimately not
24 taken, I feel I would have been adequately prepared and able to testify effectively about my
25 experience at Lincoln National Life Insurance Company.

26 11. To prepare for mediation, in February 2023, I discussed the case in detail with
27 my attorneys, including its potential strengths and weaknesses. I believe my thorough knowledge
28 of Defendants' practices helped them to evaluate the claims, assess the potential damages, and

1 develop persuasive presentations for the mediation.

2 12. I made myself available the day of mediation. I believe my efforts helped obtain
3 the results in this case. I reviewed the Memorandum of Understanding following mediation,
4 discussed it with my attorneys, and signed it.

5 13. I have reviewed the proposed settlement agreement in this case, and after
6 discussions with my attorneys, signed it. Based on my involvement and the issues and risks
7 involved in this case, I believe the proposed settlement obtained on behalf of the Class is a good
8 result.

9 14. I understand I am eligible for an additional payment for acting as a class
10 representative, and that this payment is subject to Court approval. Considering the risks that I
11 took, the money class members will receive as part of the settlement, and the year I waited to
12 receive anything, I believe the requested service award of \$7,500 is reasonable.

13 15. My involvement in this case includes: (1) searching for and finding an attorney
14 to handle this case; (2) initiating the case and being an active participant throughout; (3)
15 numerous conferences with my attorneys; (4) searching for and providing information and
16 documents to my attorneys; (5) beginning to prepare for my deposition, although not taken; (6)
17 risking the payment of Defendants' legal costs and having a judgment entered against me if we
18 lost the case; (7) being available on the day of mediation; (8) consenting to the Settlement, and
19 then reviewing and signing the Memorandum of Understanding and Settlement Agreement; (9)
20 facing the potential loss of job opportunities for having filed a lawsuit against a former employer;
21 and (10) the time I spent on this case, both before and after it was filed, which took time from
22 pursuing other interests, and being with friends and family.

23 16. I am not aware of any other pending matter or action asserting claims that will be
24 extinguished or adversely affected by the settlement.

25 17. I am aware of, and consented in writing to, the division of attorneys' fees
26 recovered between Majarian Law Group, APC (50%) and Cohelan Khoury & Singer (50%).

27 I declare under the penalty of perjury under the laws of the State of California the
28 foregoing is true and correct and this declaration is executed on 5/24/2023, in

1 Temecula, California.

2
3 
4 Anthony Morris