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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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 1, 2023

Time: 3:00 p.m.

Dept: SS 7

Judge: Lawrence P. Riff

Complaint filed: June 22, 2022

Trial date: Not set

1 This matter came on for hearing on November 1, 2023 in Department SS7 of the above
2 captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class Action
3 Settlement ("Motion").

4 The Court, having fully reviewed the Motion, the supporting memorandum of Points and
5 Authorities and Supplemental Briefing, Declarations and Supplemental Declarations of Class
6 Counsel Marta Manus and Sahag Majarian, II, Declaration of Plaintiff Anthony L. Morris, and
7 Declaration of Julie Green on behalf of CPT Group, Inc., filed in support of the Motion, the
8 Amended Class Action and PAGA Settlement Agreement (hereinafter "Settlement Agreement"),
9 the proposed Notice of Class Action Settlement ("Class Notice") attached as **Exhibit A** to the
10 Settlement Agreement, and having carefully analyzed the Settlement Agreement and its Exhibit,
11 and in recognition of the Court's duty to make a preliminary determination as to the
12 reasonableness of any proposed class action settlement, and if preliminarily determined to be
13 reasonable, to ensure proper notice is provided to all Settlement Class Members in accordance
14 with due process requirements, and to set a Final Approval Hearing to consider the proposed
15 Settlement as to the good faith, fairness, adequacy and reasonableness of any proposed
16 Settlement, THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND
17 ORDERS:

18 1. The Court conditionally finds that, for the purposes of approving this settlement
19 only, the proposed Class meets the requirements for certification under section 382 of the
20 California Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous that
21 joinder of all members of the class is impracticable; (b) there are questions of law or fact common
22 to the proposed Class, and there is a well-defined community of interest among members of the
23 proposed Class with respect to the subject matter of the class action; (c) the claims of the Class
24 Representative are typical of the claims of the members of the proposed Class; (d) the Class
25 Representative has and will fairly and adequately protect the interests of the members of the
26 Settlement Class; (e) a class action is superior to other available methods for an efficient
27 adjudication of this controversy in the context of settlement; and (f) the counsel of record for the
28 Class Representative are qualified to serve as counsel for him as well as his representative

1 capacity and for the Class.

2 2. The Court finds on a preliminary basis that the Settlement Agreement, attached to
3 the Supplemental Declaration of Marta Manus as **Exhibit 1**, incorporated herein by this reference
4 in full, and made a part of this Order of preliminary approval, appears to be within the range of
5 reasonableness of a settlement which could ultimately be given final approval by this Court.

6 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
7 amount is fair and reasonable to the Settlement Class Members when balanced against the
8 probable outcome of further litigation relating to class certification, liability and damages issues
9 and potential appeals; (b) significant investigation, research, and informal discovery have been
10 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
11 respective positions; (c) settlement at this time will avoid substantial costs, delay and risks that
12 would be presented by the further prosecution of the litigation; and (d) the proposed Settlement
13 has been reached as the result of intensive, serious and non-collusive negotiations facilitated by
14 an experienced mediator at mediation and between the Parties.

15 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
16 Approval of Class Action Settlement is hereby GRANTED, and as a part of said preliminary
17 approval, the Court accepts and incorporates the Settlement Agreement and orders that the Class
18 be conditionally certified for settlement purposes only to the terms and conditions in the
19 Settlement Agreement.

20 5. For purposes of the settlement of the Lawsuit, the Class (means Class I and Class
21 II, collectively) is defined as:

22 “Class I” is all persons employed by Defendants (exempt and nonexempt)
23 in California who worked from home pursuant to Defendants’ alleged
24 policy or practice requiring them to do so from June 22, 2018 through May
25 17, 2023.

26 “Class II” is all persons employed by Defendants in California as non-
27 exempt employees from June 22, 2018 through May 17, 2023.

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1 6. The Court further finds that the proposed Notice of Class Action Settlement
2 (“Class Notice”) fairly and adequately advises Settlement Class Members of a) the pendency of
3 the Class Action; b) the conditional certification of the Class for settlement purposes only; c)
4 preliminary Court approval of the proposed Settlement; d) the date of the Final Approval
5 Hearing; e) the terms of the proposed Settlement and the benefits available to Settlement Class
6 Members thereunder; f) their right to receive their proportionate share of the Net Settlement
7 Amount without the need to return a claim form; g) their right to request exclusion from the
8 settlement and the procedure and deadline for doing so; h) their right to object to the Settlement,
9 and the procedure and deadline for doing so; and i) their right to file documentation in support
10 of or in opposition to, and to appear in connection with, said hearing. The Court further finds that
11 the Class Notice clearly comports with all constitutional requirements, including those of due
12 process. Accordingly, good cause appearing, the Court hereby APPROVES the Class Notice.

13 7. The Court further finds that the mailing of the Class Notice to the last known
14 address of Settlement Class Members as specifically described within the Settlement Agreement,
15 with measures taken for verification of an address and skip tracing set forth therein constitutes
16 an effective method of notifying Settlement Class Members of their rights with respect to the
17 class action and settlement. Accordingly, it is hereby ORDERED, that:

18 A. CPT Group, Inc. be appointed the Settlement Administrator to administer
19 the settlement of this matter as more specifically set forth in the Settlement Agreement.

20 B. The law firms of Cohelan Khoury & Singer and Majarian Law Group,
21 APC be appointed Class Counsel.

22 C. Plaintiff Anthony B. Morris be appointed the Class Representative.

23 D. Within 30 calendar days of Preliminary Approval of the Settlement,
24 Defendants shall transmit to the Settlement Administrator in a readable, ready to use electronic
25 excel format spreadsheet, with a list containing, for each Settlement Class Member, (1) full name;
26 (2) last known mailing address; (3) Social Security Number; (4) number of Weeks Worked during
27 the Class Period; and (5) number of Pay Periods during the PAGA Period (“Class Data”).

28 E. Within 14 days of receipt of the Class Data, the Settlement Administrator

1 shall mail the Notice Packet to each Settlement Class Member. The Notice Packet shall be mailed
2 by first class, regular U.S. mail, using the most current mailing address information available,
3 with measures taken for updating an address as provided by the terms of the Settlement
4 Agreement.

5 F. Within 45 calendar days from the initial date the Settlement Administrator
6 first mails the Class Notice (the "Response Deadline"), Settlement Class Members who wish to
7 exclude themselves from the Class must submit a written request for exclusion in the manner set
8 forth in the Class Notice and such request must be timely faxed, emailed, or postmarked by the
9 Response Deadline. Settlement Class Members who receive a re-mailed Notice Packet shall have
10 their Response Deadline extended (14) calendar days from the original Response Deadline, to
11 submit a request for Exclusion. Consistent with California law, there shall be no right for
12 Aggrieved Employees to request exclusion from the settlement of the PAGA claims.

13 G. On or before the Response Deadline, Settlement Class Members who
14 challenge the number of Class Period Workweeks and PAGA Period Pay Periods (if any) must
15 submit a written explanation to the Settlement Administrator describing why the number of Class
16 Period Workweeks and PAGA Period Pay Periods are incorrect, with any supporting information
17 or documents, as set forth in the Class Notice, timely faxed, emailed, or postmarked by the
18 Response Deadline. Settlement Class Members who receive a re-mailed Notice Packet shall have
19 their Response Deadline extended fifteen (14) calendar days from the original Response
20 Deadline, to postmark a dispute.

21 H. On or before the Response Deadline, Settlement Class Members who wish
22 to submit a written objection to the Settlement, must return to the Settlement Administrator, their
23 written objections which must include, (1) the objector's full name, current address, telephone
24 number, approximate dates of employment, and signature; (ii) what part of the settlement is being
25 objected to, and (iii) the grounds for each objection made, postmarked by the Response Deadline.
26 Class Members may attend the Final Approval Hearing without having to submit a written
27 objection to the Administrator by the Response Deadline.

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1 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
2 the undersigned at _____ a.m./p.m. on _____, 202__, in Department SS7
3 of the Superior Court of the State of California, County of Los Angeles, located at 312 N. Spring
4 Street, Los Angeles, California 90012, to consider the fairness, adequacy and reasonableness of
5 the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to
6 consider the application for a Service Payment award to the Plaintiff/Class Representative, for
7 Settlement Administration expenses to CPT Group, Inc., and for Class Counsel's attorneys' fees
8 and litigation expenses incurred. All briefs and materials in support of an Order Granting Final
9 Approval, the Service Payment, Settlement Administration expenses, and Class Counsel's
10 attorneys' fees and litigation costs shall be filed with this Court on or before _____,
11 202__.

12 9. IT IS FURTHER ORDERED that if for any reason the Court does not sign and
13 file an Order Granting Final Approval of Class Action Settlement, the Settlement Agreement
14 shall be treated as if it had been entered, and the Parties shall be restored without prejudice to
15 their status quo ante rights, as specifically set forth in the Settlement Agreement, and expressly
16 reserve their respective rights regarding the prosecution and defense of this Action, including all
17 available defenses and affirmative defenses, and arguments that any claim in the Action could
18 not be certified as a class action and/or managed as a representative action. In such an event, the
19 Court's orders regarding the Settlement, including this Order, shall not be used or referred to in
20 litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
21 Agreement with respect to the effect of the Agreement if it is not approved.

22 10. Neither the Agreement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendants in any way that the
24 claims asserted have any merit or that this Action was properly brought as a class or
25 representative action, and shall not be used as evidence of, or used against Defendants as, an
26 admission or indication in any way, including with respect to any claim of any liability,
27 wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation
28 asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement,

1 nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any
2 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence
3 as, received as or deemed to be evidence for any purpose adverse to the Defendants, including,
4 but not limited to, evidence of a presumption, concession, indication or admission by Defendants
5 of any liability, fault, wrongdoing, omission, concession or damage.

6 11. All proceedings in this matter, except those contemplated by the Settlement
7 Agreement or this Order, are stayed.

8 12. The Court expressly reserves the right to adjourn or continue the Final Approval
9 Hearing from time to time without further notice to Settlement Class Members.

10 IT IS SO ORDERED.

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12 Dated: _____

13 The Honorable Lawrence P. Riff
14 JUDGE OF THE SUPERIOR COURT
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