

1. Name of the party submitting the proposed order: Plaintiff Anthony Morris
2. Title of the proposed order: Proposed Order Granting Final Approval of Class Action and PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Order Granting Final Approval of Class Action and PAGA Settlement
 - b. Date and time: May 13, 2024; 10:00 a.m.
 - c. Place: Spring Street Department 7
4. The proposed order was served on the other parties in the case.

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Morris v. The Lincoln National Life Insurance Company, et al.

CASE NUMBER:
22STCV20426

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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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
FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Hearing Set By November 1, 2023 Order

Date: May 13, 2024

Time: 10:00 a.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 May 13, 2024 at 10:00 a.m. in Department 7 of the
2 above-entitled Court on Plaintiff Anthony Morris's Motion for an Order Granting Final Approval
3 of Class Action Settlement ("Motion") pursuant to California Rule of Court 3.769, the Amended
4 Class Action and PAGA Settlement Agreement and Class Notice filed October 10, 2023
5 ("Agreement"), and the Order Granting Preliminary Approval of Class Action Settlement issued
6 November 1, 2023 ("Preliminary Approval Order").

7 Having received and considered the Agreement, the supporting papers, evidence and
8 argument received by the Court with the Motion for Preliminary Approval of Class Action
9 Settlement, and evidence and argument received by the Court with the Motion for Order Granting
10 Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action
13 Settlement and Hearing Date for Final Court Approval, ("Class Notice"), was sent to each Class
14 Member by first-class United States mail, informing the Class of the Settlement terms, right to
15 receive a Settlement Payment without taking any action, comment on or object to the Settlement,
16 and appear in person or by counsel and be heard at the final approval hearing, and the date, time,
17 and location of the final approval hearing. Adequate periods of time were provided for each of
18 these procedures.

19 2. No Class Members submitted a written objection to the proposed Settlement or
20 stated an intention to appear at the final approval hearing.

21 3. No Class Members requested exclusion from the Settlement or disputed the
22 information provided in the Class Notice which the settlement payment would be based upon.

23 4. The Court finds and determines this notice procedure afforded adequate
24 protections to the Class and provides the basis for the Court to make an informed decision
25 regarding Settlement approval based on the responses of the Class. The Court finds and
26 determines the notice provided in this case was the best notice practicable, which satisfies the
27 requirements of law and due process.

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1 5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class
2 is ascertainable and so numerous that joinder of all members of the class is impracticable; (b)
3 there are questions of law or fact common to the proposed Class, and there is a well-defined
4 community of interest among members of the proposed Class with respect to the subject matter
5 of the class action; (c) the claims of the Class Representative are typical of the claims of the
6 members of the proposed Class; (d) the Class Representative has and will fairly and adequately
7 protect the interests of the members of the Settlement Class; (e) a class action is superior to other
8 available methods for an efficient adjudication of this controversy in the context of settlement;
9 and (f) the counsel of record for the Class Representative are qualified to serve as counsel for him
10 as well as his representative capacity and for the Class.

11 6. For purposes of the settlement of the Lawsuit, the Class (which means Class I and
12 Class II, collectively) is defined as:

13 “Class I” is all persons employed by Defendants (exempt and nonexempt)
14 in California who worked from home pursuant to Defendants’ alleged
15 policy or practice requiring them to do so from June 22, 2018 through May
16 17, 2023.

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

19 7. For purposes of settlement of the Lawsuit, the Aggrieved Employees means all
20 employees (exempt and nonexempt) employed by Defendants in the State of California at any
21 time from April 29, 2021 through May 17, 2023. No employee may opt out of being an Aggrieved
22 Employee.

23 8. The Court finds and determines the terms of the Agreement are fair, reasonable,
24 and adequate and, having found the Settlement was reached as a result of informed and non-
25 collusive arms’-length negotiations facilitated by a neutral, experienced mediator, directs the
26 Parties to effectuate the Settlement according to the terms set forth in the Agreement. The Court
27 finds the Parties conducted extensive investigation, research, and informal discovery, and that
28 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
that Settlement will enable the Parties to avoid additional and potentially substantial litigation

1 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
2 reviewed the monetary recovery and recognizes the significant value provided to the Class.

3 9. The Court finds and determines the terms of the Settlement are fair, reasonable
4 and adequate to the Class and each Class Member, and as to Aggrieved Employees and Labor
5 and Workforce Development Agency (“LWDA”) under the Private Attorneys General Act
6 (“PAGA”), and the Settlement is ordered finally approved, and all terms of the Agreement should
7 be and are ordered to be consummated.

8 10. The Court finds and determines Individual Settlement Payments to be paid to
9 Participating Settlement Class Members and Aggrieved Employees under the Settlement are fair
10 and reasonable. The Court grants final approval to and orders payment of those amounts to
11 Participating Class Members and Aggrieved Employees in accordance with the Agreement.

12 11. The Court finds and determines fees and expenses to administer the Settlement
13 incurred by CPT Group, Inc. of \$9,000.00 are fair and reasonable. The Court grants final approval
14 to and orders payment of that amount in accordance with the Agreement.

15 12. The Court finds and determines the Class Representative Service Payment of
16 \$7,500.00 to Plaintiff Anthony Morris is fair and reasonable, and orders the Administrator to
17 make this payment in accordance with the terms of the Agreement.

18 13. The Court finds and determines payment to the California Labor and Workforce
19 Development Agency of \$18,750.00 as its share of the Settlement of civil penalties under the
20 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final approval
21 to and orders that amount be paid in accordance with the Agreement.

22 14. The Court awards Class Counsel attorneys’ fees of \$166,650.00 [50% to Cohelan
23 Khoury & Singer, and 50% to Majarian Law Group, APC] and litigation costs of \$12,000.00. The
24 Court finds such amounts to be fair and reasonable. The Court orders the Administrator to make
25 these payments in accordance with the Agreement.

26 15. Without affecting the finality of this Order or the entry of judgment in any way,
27 the Court retains jurisdiction of all matters relating to the interpretation, administration,
28 implementation, effectuation, and enforcement of this Order and the Agreement.

1 16. The Settlement is not an admission of liability by Defendants The Lincoln
2 National Life Insurance Company and Lincoln National Corporation, or any of its former and
3 present directors, officers, shareholders, owners, members, employees, managing agents,
4 attorneys, insurers, predecessors, successors, and assigns, and Defendants' subsidiaries, affiliates,
5 and/or related companies ("Released Parties"), nor is this Order or entry of judgment a finding
6 any claim in the Actions against Defendants are valid. This Order, entry of judgment, or
7 Settlement, may not be construed as, or used as an admission of, any fault, wrongdoing or liability
8 by Defendants or any Released Party. Negotiating, entering or carrying out the Settlement, shall
9 not be offered in evidence against any Released Party in any action or proceeding in any court,
10 administrative agency or tribunal for any purpose except to enforce this Order or Judgment.
11 However, Defendants and any Released Party may file in any proceeding, this Order or Judgment,
12 or any papers filed in the Action, to support defenses of res judicata, collateral estoppel, release,
13 claim or issue preclusion or any similar defense.

14 17. Plaintiff and Participating Class Members, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
16 and assigns, will forever completely release and discharge, to the fullest extent permitted by law,
17 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
18 on the Class Period factual allegations stated in the Operative Second Amended Complaint filed
19 March 8, 2023, and ascertained in the course of the Actions, including, 1) failure to reimburse
20 business expenses, Labor Code Sections 2802, 2804 (Class I Members), 2) failure to pay all
21 wages, Labor Code §§1194, 1194.2, 510 (Class II Members), 3) failure to pay overtime wages,
22 Labor Code §§1194, 510 (Class II Members), 4) meal period violations, Labor Code §§512, 226.7
23 (Class II Members), 5) rest period violations, Labor Code §226.7 (Class II Members), 6) failure
24 to provide accurate itemized wage statements, Labor Code §226 (Class II Members), 7) failure to
25 provide sick pay, Labor Code §246 (Class II Members), 8) waiting time penalties, Labor Code
26 §§201-203 (Class II Members), and 9) Unfair Competition Law violations, Bus. & Prof. Code §§
27 17200, *et seq.* (Class I and Class II Members).

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18. Plaintiffs and Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will forever completely release and discharge, to the fullest extent permitted by law, Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period factual allegations stated in the Operative Second Amended Complaint filed March 8, 2023, the April 29, 2022 PAGA Notice, and ascertained in the course of the Actions, including, 1) failure to reimburse business expenses, Labor Code Sections 2802, 2699(f)(2) (Aggrieved Employees), 2) failure to pay all wages, Labor Code §§1194, 510, 2699(f)(2) (Aggrieved Employees), 3) failure to pay overtime wages, Labor Code §§1194, 510, 2699(f)(2) (Aggrieved Employees), 4) meal period violations, Labor Code §§512, 226.7, 2699(f)(2) (Aggrieved Employees), 5) rest period violations, Labor Code §§226.7, 2699(f)(2) (Aggrieved Employees), 6) failure to provide accurate itemized wage statements, Labor Code §§226, 2699(f)(2) (Aggrieved Employees), 7) failure to provide sick pay, Labor Code §246, 2699(f)(2) (Aggrieved Employees), 8) failure to timely pay all wages upon separation and during employment, Labor Code §§201-204, 2699(f)(2) (Aggrieved Employees), and 9) failure to maintain accurate records, Labor Code §§1174, 2699(f)(2) (Aggrieved Employees).

19. Nothing in this Order shall preclude any action to enforce the obligations under the Agreement or this Order, including the requirement Defendants make payments to Participating Class Members and Aggrieved Employees in accordance with the Settlement.

20. The Judgment, once entered, shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577 and 904.1(a), and the Plaintiff/Class Representative, Participating Class Members and Aggrieved Employees shall take nothing from Released Parties except as expressly set forth in the Agreement.

21. The Parties will comply with California Rules of Court Rule 3.771(b), by giving notice to Class Members by posting the Final Approval Order and Judgment on the Settlement Administrator's website.

1 22. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this
2 Order and Judgment to the California Labor and Workforce Development Agency within 10 days
3 after entry of this Order and Judgment.

4 23. The Parties will bear their own costs and attorneys' fees except as otherwise
5 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

6
7 Date: _____

Honorable Lawrence P. Riff
Judge of the Superior Court