

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Marta Manus (SBN 260132)

mmanus@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Fax: (619) 595-3000

MAJARIAN LAW GROUP, APC

Sahag Majarian (SBN 146621)

sahagii@aol.com

Garen Majarian (SBN 334104)

garen@majarianlawgroup.com

18250 Ventura Blvd.

Tarzana, CA 91356

Telephone: (818) 609-0807/ Fax: (818) 609-0892

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

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

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

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

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

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

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

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

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

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

6. The Court further finds that the proposed Notice of Class Action Settlement (“Class Notice”) fairly and adequately advises Settlement Class Members of a) the pendency of

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

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

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

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

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

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

26 E. Within 14 days of receipt of the Class Data, the Settlement Administrator
27 shall mail the Notice Packet to each Settlement Class Member. The Notice Packet shall be mailed
28 by first class, regular U.S. mail, using the most current mailing address information available,

1 with measures taken for updating an address as provided by the terms of the Settlement
2 Agreement.

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

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

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

26 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
27 the undersigned at _____ a.m./p.m. on _____, 2023, in Department SS7 of the Superior
28 Court of the State of California, County of Los Angeles, located at 312 N. Spring Street, Los

Angeles, California 90012, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the application for a Service Payment award to the Plaintiff/Class Representative, for Settlement Administration expenses to CPT Group, Inc., and for Class Counsel's attorneys' fees and litigation expenses incurred. All briefs and materials in support of an Order Granting Final Approval, the Service Payment, Settlement Administration expenses, and Class Counsel's attorneys' fees and litigation costs shall be filed with this Court on or before _____, 2023.

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

10. Neither the Agreement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants, including,

1 but not limited to, evidence of a presumption, concession, indication or admission by Defendants
2 of any liability, fault, wrongdoing, omission, concession or damage.

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

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

7 IT IS SO ORDERED.

8
9 Dated: _____

The Honorable Lawrence P. Riff
JUDGE OF THE SUPERIOR COURT