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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 MARTA MANUS IN
SUPPORT OF MOTION FOR 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 I, Marta Manus, declare as follows:

2 1. I am an associate with the law firm of Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiff and the Settlement Class. I submit this Declaration in Support of Plaintiff's
4 Motion for Order Granting Final Approval of Class Action Settlement. The following facts are
5 within my personal knowledge and if called to testify I could and would competently testify to
6 them.

7 2. I am a 2008 California Western School of Law graduate and was admitted to the
8 California State Bar in December 2008. I am admitted to practice in all state courts in California
9 and in the all federal courts in California. Since my admission to the California State Bar, I have
10 been litigating employment class actions.

11 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
12 Partnership of Professional Law Corporations, and within a few years began to focus on class
13 actions. Managing Partner Michael D. Singer joined Cohelan & Khoury in 2000, and in 2009,
14 Cohelan & Khoury became Cohelan Khoury & Singer. Our firm represents plaintiffs in complex,
15 class and representative action litigation, including wage and hour, labor and employment,
16 antitrust, consumer protection, construction defect and other public interest type class and
17 representative actions.

18 4. Isam C. Khoury, Founding Partner, is a 1970 graduate of the University of
19 California at San Diego and received a law degree from Hastings School of Law in 1973. Mr.
20 Khoury is a member of the State Bar of California, admitted in 1974, the San Diego County Bar
21 Association, Consumer Attorneys of San Diego and Consumer Attorneys of California. He has
22 successfully litigated numerous complex civil matters to verdict, jury and non-jury. His main
23 areas of practice include civil tort litigation, personal injury, business torts, antitrust and class
24 action cases. In recent years, Mr. Khoury has emphasized wage and hour class action matters
25 having assisted in the litigation to judgement or settlement of over 300 wage and hour class
26 actions. He has been approved as a CLE lecturer and has participated in seminars on class action
27 wage and hour issues, the complexities of mediation, and the procedural requirements involved
28 in class action settlements.

1 5. Michael D. Singer, Managing Partner, was admitted as a fellow to the College of
2 Labor and Employment Attorneys in 2020, and was named to the Daily Journal 2012, 2013, and
3 2018 list of Top California Labor and Employment Attorneys. He, along with Isam Khoury, a
4 founding Partner of the firm, and Partner Diana M. Khoury, have also been selected by their
5 peers based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the
6 Southern California Super Lawyers Magazine for the years 2012 through the present.

7 6. Cohelan Khoury & Singer has been certified by the State Bar of California to
8 provide the Mandatory Continuing Legal Education activity titled “Litigating California Class
9 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
10 Cohelan, is the author of Cohelan on California Class Actions (1997-2024, updated annually),
11 part of Thomson Reuters Expert Series. Mr. Singer is a contributing author on the CEB
12 publication California Wage and Hour Law: Compliance and Litigation (2010-2024, updated
13 annually), in which he wrote the opening chapter overview on California Wage and Hour laws,
14 including the public policy underpinnings for those laws, and the Private Attorneys General Act
15 (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner (2020),
16 including guidelines for oral argument and forms for PAGA litigation. Mr. Singer served as a
17 columnist for the California State Bar, Litigation Section on wage and hour litigation and have
18 contributed articles on wage and hour and class action issues through the years to numerous
19 California publications.

20 7. Prior to COVID, Mr. Singer typically lectured several times per year for
21 continuing education courses on wage and hour and class action issues at events in San Diego,
22 Orange County, Los Angeles, and San Francisco. For over twelve years, he served as wage and
23 hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting,
24 reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme
25 Court and Courts of Appeal.

26 8. Mr. Singer has been engaged in the practice of labor and employment law since
27 2000, handling well over 300 wage and hour class and PAGA actions and several individual
28 labor cases. He has litigated several types of employment actions, including complex ERISA

1 employee welfare benefit plan cases, as well as wage and hour class actions before Federal and
2 State Courts in California. In 2014, Mr. Singer, and former Partner J. Jason Hill, tried a wage
3 and hour class action involving claims for illegally deducted wages and unreimbursed expenses
4 in the matter of *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial
5 court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

6 9. Mr. Singer has participated in over 50 appellate cases and argued writs and
7 appeals before several California District Courts of Appeal, successfully arguing the landmark
8 *Vaquero* appeal for plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge*
9 *Furniture, LLC* (2017) 9 Cal.App5th 98 (requiring employers separately pay commission sales
10 employees for rest periods). As lead counsel in *Brinker Restaurant Corp. v. Superior Court*
11 [formerly reported at (2008) 165 Cal.App.4th 25], he argued before the Fourth District Court of
12 Appeal in May 2008 on transfer from the California Supreme Court, and co-authored the briefing
13 in the successful Supreme Court appeal. He has also argued federal appeals in the Second, Third,
14 and Ninth Circuit Courts of Appeals. In addition, he has drafted numerous appellate briefs as the
15 appellant, respondent, or amicus curiae in various employment class and individual actions. Our
16 firm has successfully tried multiple class cases, obtained appellate reversals of class certification
17 denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified multiple
18 consumer and wage and hour class actions.

19 10. Mr. Singer has drafted amicus letters on a range of issues, primarily for the
20 California Employment Lawyers Association (CELA), supporting publication or depublication
21 of Court of Appeal decisions. He has been primarily responsible for dozens of wage and hour
22 class actions, from drafting the complaint, through discovery, dispositive motions, settlement,
23 and settlement approval. Mr. Singer has also acted as lead appellate counsel in the following
24 class action and PAGA action cases: *Maldonado, et al. v. Fast Auto Loans, Inc. dba RPM*
25 *Lenders* (2021) 60 Cal. App. 5th 710 (2021); *Mondragon v. Santa Ana Healthcare & Wellness*
26 *Ctr., LP* (September 29, 2021, B307872) [nonpub. opn.]

27 11. Associate Attorney Rosemary C. Khoury graduated magna cum laude from the
28 University of San Diego with a B.A. in English. She received her law degree cum laude from

1 the University of San Diego and was admitted to the California State Bar in 2020. During law
2 school, she worked at USD's Worker's Rights Clinic and received the 2020 award for
3 Outstanding Clinic Intern for her work in representing a client in settlement negotiations before
4 the California Labor Commissioner. She volunteered at USD's Education & Disability Clinic,
5 assisting parents of children with special educational needs. She is committed to protecting
6 employee and consumer rights, and her practice consists of representing employees in wage and
7 hour class actions and PAGA actions, as well as representing consumers in consumer class
8 actions.

9 12. As a part of our overall firm philosophy lawyers perform community service and
10 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego
11 Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer Attorneys of
12 San Diego. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2010. Mr.
13 Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and
14 currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as
15 a Judge Pro Tem of the San Diego Superior Court. Partner Diana M. Khoury has been a member
16 of the San Diego County Bar Association, Consumer Attorneys of San Diego, and Consumer
17 Attorneys of California, serving and chairing various committees through the years for these
18 organizations. Partner Maggie Realin has volunteered at the Legal Aid Society of San Diego
19 where she advised clients on preparing and filing civil restraining orders and answers to unlawful
20 detainer, for which she was awarded a Wiley B. Manuel Award for Pro Bono Legal Services in
21 2010. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award for Pro Bono Service.
22 Our firm's pro bono victories include a settlement which prohibits the City of San Diego from
23 targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer*
24 *v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had
25 the effect of increasing the number of available shelter beds in San Diego.

26 13. Cohelan Khoury & Singer has been certified Class Counsel in the following
27 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
28 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court

Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo County Superior Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court

Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Co Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others.

14. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded over 300 state and federal class and representative actions.

15. Plaintiff Anthony Morris seeks final approval of a pre-certification wage and hour class and Private Attorneys General Act (“PAGA”) Settlement of \$500,000.00 with Defendants The Lincoln National Life Insurance Company and Lincoln National Corporation (“Defendants”).

16. Support for the Settlement is strong. Not a single Class Member submitted an objection or a request for exclusion; a participation rate of 100%, the highest total Individual Class/PAGA Payment is estimated to be \$6,062.89, and the average total payment is estimated to be \$1,187. Class Representative Anthony Morris is estimated to receive a total payment of \$3,659 (rounded to nearest dollar amount).

17. Plaintiff Anthony Morris worked for Defendants from approximately February 19, 2019 through February 2022. From February 19, 2019 through July 5, 2020, Plaintiff worked in the exempt salaried position of “Specialist, Field Operations Sales.” Beginning July 6, 2020, Plaintiff worked in the non-exempt salaried position of “Sr. Administrator, GP Sales Support”

1 until February 4, 2022. Attached as Exhibit 1 is a true and correct copy of the Declaration of
2 Anthony Morris, filed May 31, 2023.

3 18. Defendant Lincoln National Corporation (“LNC”) is an Indiana Corporation
4 headquartered in Radnor, Pennsylvania. LNC, through its subsidiaries, operates multiple
5 insurance and retirement businesses in the United States. Defendant Lincoln National Life
6 Insurance Company (“LNCIC”) is an Indiana Corporation headquartered in Fort Wayne, Indiana
7 with operations in California. LNLIC is a subsidiary of LNC. LNLIC is the entity listed as the
8 employer on Plaintiff’s wage statements.

9 19. The proposed Class consists of two classes of employees. Class I includes all
10 exempt and non-exempt employees in California who were required to work from home during
11 the period from June 22, 2018 to May 17, 2023 (“Class Period”). Class II is limited to non-
12 exempt employees in California during the Class Period. “Class” means Class I and Class II,
13 collectively.

14 20. There are 241 total Class Members. Class I Members encompass 241 members,
15 who worked 29,928 Workweeks during the Class Period. Of the 241 Class Members, 73 are
16 members of Class II, who worked 4,962 workweeks during the Class Period.

17 21. A subgroup of the Class, Aggrieved Employees, were employed some time
18 during the period from April 29, 2021 through May 17, 2023 (“PAGA Period”). There are 186
19 Aggrieved Employees that worked 6,047 Pay Periods during the PAGA Period.

20 22. On June 22, 2022, Plaintiff filed a class action complaint in the Los Angeles
21 County Superior Court alleging Defendants’ failed to (1) reimburse business expenses (Labor
22 Code §§ 2800, 2802, 2804); (2) pay minimum, regular, and overtime wages (Labor Code §§ 510,
23 1194; applicable IWC Wage Order, §§ 3, 4); (3) provide meal periods (Labor Code §§ 226.7,
24 512; applicable IWC Wage Order, § 11); (4) provide rest periods (Labor Code § 226.7;
25 applicable IWC Wage Order, § 12); (5) provide accurate itemized wage statements (Labor Code
26 § 226); (6) provide sick pay (Labor Code § 246); and (7) timely pay wages due upon separation
27 of employment (Labor Code §§ 201, 202, 203). Based on these allegations, Plaintiff alleged
28 unfair business practices in violation of the Unfair Competition Law (Bus. & Prof. Code §§

1 17200-17208).

2 23. On July 27, 2022, Plaintiff filed a First Amended Complaint (“FAC”) also
3 seeking PAGA civil penalties pursuant to Labor Code sections 2699, *et seq.*, based on Plaintiff’s
4 causes of action.

5 24. Due to a stay on the pleadings, Defendants did not respond to the FAC. At the
6 initial status conference held September 9, 2022, upon being advised of the Parties’ agreement
7 to mediate, the Court continued the stay on the pleadings until the post-mediation status
8 conference.

9 25. Plaintiff served notice on the Labor and Workforce Development Agency
10 (“LWDA”) and on Defendants on April 29, 2022. Through the present, the LWDA has not
11 communicated any intention to investigate the charges alleged. Attached as Exhibit 2 is a true
12 and correct copy of the April 29, 2022 notice.

13 26. In early September 2022, the Parties agreed to mediate and scheduled mediation
14 with Lou Marlin, Esq. for February 16, 2023.

15 27. To prepare for mediation, Plaintiff requested, and Defendants produced key data
16 for the period from that included: (1) total number of Class Members; (2) number of formerly
17 employed Class Members; (3) number of Class Member Pay Periods; (4) number of Class
18 Member Work Weeks; and (5) average hourly rate of pay; and for the PAGA Penalties: (1) total
19 number of aggrieved employees (“Aggrieved Employees”); (2) number of formerly employed
20 Aggrieved Employees; (3) number of PAGA Period Pay Periods; (4) number of PAGA Pay
21 Periods. In addition, Defendants produced excel spreadsheet data containing a 20% random
22 sample of Class Member time and payroll records and exemplar wage statements (through Pay
23 Period ending June 19, 2022). Defendants further produced excel spreadsheet data containing
24 reimbursement details, and stipend details.

25 28. After receipt of the data and information, Plaintiff’s Counsel retained the services
26 of a damages’ consultant to review the information and data to assess violation rates for short,
27 late, or missed meal periods, unpaid or underpaid expense reimbursements for expenses, the
28 incidence of underpaid overtime wages due to off-the-clock work and failure to use the Class

Members' regular rate of pay, the incidence of underpaid sick Pay due to failure to use the Class Members' regular rate of pay, and derivative claims for wage statements penalties, waiting time penalties, PAGA civil penalties, and to extrapolate the damages to the Class.

29. On February 16, 2023, the Parties attended mediation with Lou Marlin, Esq., an experienced and respected wage and hour mediator. The Parties engaged in a day of serious, informed and lengthy arms'-length negotiations, which resulted in a settlement in principle and a memorandum of understanding.

30. On March 8, 2023, Plaintiff filed a Second Amended Complaint ("SAC") to allege the factual allegations, claims, and legal theories at issue discussed during mediation, including alleged remote expense issues not expressly referenced in the operative complaint.

31. The Parties stipulated to allow Plaintiff to file the SAC, and that Defendants' answer would be due 30 days after service of the SAC. Defendants answered the SAC on April 7, 2023.

32. The Parties continued their arms'-length, negotiations by phone and email to create the detailed written Settlement Agreement which was preliminary approval by the Court on November 1, 2023. Counsel aggressively pursued their respective positions at all times.

33. Subject to Court Approval, Defendants will pay the Gross Settlement Amount of \$500,000.00 ("GSA") which includes: (a) attorneys' fees of \$166,650.00 (one-third of the GSA); (b) Class Counsel's litigation expenses not to exceed \$12,000.00; (c) a Service Payment to Plaintiff Anthony Morris of \$7,500.00; (d) PAGA Payment of \$25,000.00 of which \$18,750.00 (75% of \$25,000.00) will be paid to the LWDA, and \$6,250.00 (25% of \$25,000.00) will be distributed to Aggrieved Employees); and (e) Administration expenses to CPT Group of up to \$9,000.00. In addition to the GSA, Defendants will pay the Employer Tax Obligations.

34. Plaintiff gave written consent to apportion fees between Class Counsel as follows: 50% to Cohelan Khoury & Singer / 50% to Majarian Law Group, APC.

35. After Court-approved deductions, the estimated Net Settlement Amount ("NSA") of \$279,850.00 shall be allocated 70% (\$195,895.00) to Class I and 30% (\$83,955.00) of the Net to Class II, and will be distributed pro-rata to Class Members based on the number of Workweeks

1 worked during the Class Period.

2 36. Aggrieved Employees will divide the 25% PAGA payment based on number of
3 Pay Periods worked during the PAGA Period whether they opt out or not.

4 37. Settlement payments are allocated 20% to wages, with normal payroll deductions
5 taken and IRS W-2 Forms issued, and, 80% interest and penalties with IRS 1099 Forms issued.

6 38. Funds representing Settlement Payment checks uncashed 180 days after issuance
7 will be sent to the California Controller, Unclaimed Property Division for further handling on
8 behalf of the individuals whose checks were voided.

9 39. The Settlement was preliminarily approved on November 1, 2023.

10 40. On December 15, 2023, after receiving a data file from Defendant, and searching
11 the National Change of Address database and updating Class Member addresses, the Settlement
12 Administrator mailed a Class Notice to 241 Class Members, informing them of (1) the pendency
13 of the Action; (2) proposed settlement terms; (3) automatic payment of Settlement shares if
14 exclusion not requested; (4) released claims; (5) right to object or request exclusion, and (6) and
15 the date, time and place of the final approval hearing.

16 41. The Class response to the Settlement was extremely favorable. No Class
17 Members objections or requests for exclusion were received.

18 42. Class Members who do not timely file a Request for Exclusion, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, will forever completely release and discharge, to the
21 fullest extent permitted by law, Released Parties from all claims that were alleged, or reasonably
22 could have been alleged, based on the Class Period factual allegations stated in the Operative
23 Second Amended Complaint filed March 8, 2023, and ascertained in the course of the Actions,
24 including, 1) failure to reimburse business expenses, Labor Code Sections 2802, 2804 (Class I
25 Members), 2) failure to pay all wages, Labor Code §§1194, 1194.2, 510 (Class II Members), 3)
26 failure to pay overtime wages, Labor Code §§1194, 510 (Class II Members), 4) meal period
27 violations, Labor Code §§512, 226.7 (Class II Members), 5) rest period violations, Labor Code
28 §226.7 (Class II Members), 6) failure to provide accurate itemized wage statements, Labor Code

§226 (Class II Members), 7) failure to provide sick pay, Labor Code §246 (Class II Members), 8) waiting time penalties, Labor Code §§201-203 (Class II Members), and 9) Unfair Competition Law violations, Bus. & Prof. Code §§ 17200, *et seq.* (Class I and Class II Members).

43. 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).

44. Class Counsel requests attorneys' fees of \$166,650.00, one-third of GSA, and litigation costs not to exceed \$12,000.00. Counsel have expended 170.8 hours, a \$102,503.50 lodestar. Exhibit 3 is a true and correct copy of the Consolidated Summary of Class Counsel's Time & Costs; Exhibit 4(A-E) is a true and correct copy of Cohelan Khoury & Singer's Time Records for each attorney that worked on this case.; Exhibit 5 is a true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

45. Class Counsel's request for one-third of the common fund is in the mid-range of fee awards which commonly range from 20% to 50%, and fair compensation for undertaking complex, risky, time-consuming litigation on a contingent basis, and for the results achieved.

California state and federal courts routinely approve fee requests equal to or greater than Class Counsel's request.

California cases: *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%); *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving award of attorney's fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v. Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage and hour class action, 33.3%); *Crandall v. U-Haul Int'l, Inc.*, No. BC178775 (Los Angeles County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A. County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego County Super. Ct.) (35% award) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*, San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman – approving attorneys' fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys' fees of 33-1/3% of \$3,500,000 in a pre-certification meal violation class action).

Federal cases: *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common fund in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93 (wage-and-hour action putative class-action settlement where court approved award of attorneys' fees in the amount of 33.3% of the common fund); *In re Ampicillin Antitrust Litig.*, 526 F. Supp. 494 (D.D.C. 1981) (45%); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*, 480 F. Supp. 1195 (S.D.N.Y. 1979), aff'd, 622 F.2d 1106 (2d Cir. 1980) (in a Sherman Act case, approximately 53%); *In re Heritage Bond*, 2005 WL 1594389, at *20 (C.D. Cal. June 10, 2005) (award of attorneys' fees of one-third of \$27,783,000-the Settlement Fund is fair and reasonable); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% in fees of common fund); *Martin v. FedEx Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008 WL 5478576, at *8 (N.D. Cal. Dec. 31, 2008) (truck driver meal break class action where the court approved attorneys' fees of 1/3 of

common fund); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting 33.33% common fund award for wage and hour class settlement “falls within the typical range of 20% to 50% awarded in similar cases”).

46. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund in many class and representative action settlements, including:

a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000 settlement in a PAGA action).

b) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of \$255,000 settlement in Class action).

c) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of \$385,000 settlement in Class action).

d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 settlement in Class action).

e) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

f) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$680,000 settlement in PAGA action).

g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys’ fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a pre-certification wage and hour class action).

j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991 settlement in a pre-certification wage and hour class action).

k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000 settlement in Class and Representative action).

1 l) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No.
37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement in
2 Class and Representative action).

3 m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County Superior
Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-1/3% of
4 \$350,000 settlement in Class and Representative action).

5 n) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior Court,
Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
6 \$3,000,000 settlement in Class and Representative action).

7 o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-
8 1/3% of \$325,000 settlement in Class and Representative action).

9 p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court,
Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of \$2,400,000
10 settlement in Class and Representative action).

11 q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of
12 \$9,000,000 settlement in Class and Representative action).

13 r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in Class
14 and Representative action).

15 s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’ fees
16 of 35% of \$1,500,000 settlement in PAGA action).

17 t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior
Court, Case No. CIVDSI912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of
18 \$2,824,090.50 settlement in Class and Representative action action).

19 47. If the fee award were calculated using lodestar, rather than a common fund
20 percentage, a multiplier of 1.63 would be applied. ($\$166,650.00/\$102,503.50 = 1.63$). Class
21 Counsel’s work was reasonable and necessary and reflected in the excellent result achieved.

22 48. Cohelan Khoury & Singer has been awarded multipliers of under 2.0 in numerous
23 cases, and in fact, far greater multipliers: *McGrath v. Wyndham Resort Dev. Corp.*, (S.D.Cal.
24 Jan. 30, 2018, No. 15cv1631 JM (KSC)) 2018 U.S.Dist.LEXIS 16095*24 [Hon. Jeffrey T. Miller
25 – approving attorneys’ fees of \$2,416,666.67 and **4.8 multiplier**, one-third of \$7,250,000
26 settlement in a pre-certification wage and hour class action]; *Jones v. Abercrombie & Fitch*
27 *Trading Co.*, (C.D.Cal. Nov. 19, 2018, No. CV 15-0105 JGB (Ex)) 2018 U.S.Dist.LEXIS
28 198001 *24-25 [Hon. Jesus G. Bernal – approving attorneys’ fees of \$2,400,000 and **3.7**

1 **multiplier**, one-third of \$9,600,000 settlement in a pre-certification wage and hour class action];
2 *Schaffer v. Rady Children's Hospital – San Diego, et al.*, San Diego County Superior Court,
3 Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys' fees of \$4,166,666 and
4 **3.98 multiplier**, one-third of \$12,500,000 settlement in a certified wage and hour class action);
5 *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case
6 No. BC541313] Hon. Kenneth Freeman – approving attorneys' fees of \$2,000,000 and **5.05**
7 **multiplier**, one-third of \$6,000,000 settlement in a pre-certification wage and hour class action];
8 *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No.
9 2021-00309030 [Hon. Jill H. Talley – approving attorneys' fees of \$3,000,000 and **7.99**
10 **multiplier**, one-third of \$9,000,000 settlement in a pre-certification wage and hour class action];
11 *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635
12 [Hon. Elihu M. Berle – approving attorneys' fees of \$216,666.67 and **3.49 multiplier**, one-third
13 of \$650,000 settlement in a pre-certification wage and hour class action]; and *Myers, et al. v.*
14 *Blue Shield of California Life & Health Insurance Company, et al.*, Los Angeles County Superior
15 Court, Case No. 19STCV09341 [Hon. Yvette M. Palazuelos – approving attorneys' fees of
16 \$936,666 and **2.41 multiplier**, one-third of \$2,900,000 settlement in a pre-certification wage and
17 hour class action].

18 49. If this were non-representative litigation, the customary fee would be a contingent
19 percentage basis in the range of one-third to 40% of recovery. Class Counsel's fee request is in
20 line with, if not lower than, awards in similar cases. This also supports the request.

21 50. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class
22 Counsel received no compensation, and no reimbursement of expenses, since the case began.
23 The contingent representation, and risks of the litigation which could result in no fee being
24 possible, fully warrant approval of the fee request.

25 51. Based on my experience, the experience of my firm, and my research, Class
26 Counsel's skill and experience support their hourly rates and are in line with rates typically
27 approved in California wage and hour class actions.

28 //

52. Class Counsel's skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class actions and previously awarded to Class Counsel in many courts, including this one. Cohelan Khoury & Singer's practice is limited to litigating class and representative actions on behalf of employees and consumers, and the firm has been appointed Class Counsel or co-Class Counsel in over 300 such cases.

53. Class Counsel's skill and experience support their hourly rates: **Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury - \$925; Managing Partner, Michael D. Singer - \$995; Associate, Marta Manus - \$700; Associate, Rosemary C. Khoury - \$500; Former Associate, Kristina De La Rosa - \$500; **Majarian Law Group, APC**: Sahag Majarian II - \$850; Garen Majarian - \$400. Laffey Matrix would actually provide for a rate increase: Founding Partner, Isam C. Khoury - \$1,057 (20+ years out of law school); Managing Partner, Michael D. Singer - \$1,057 (20+ years out of law school); Associate Attorney, Marta Manus - \$829 (11-19 years out of law school); Former Associate, Kristina De La Rosa - \$829 (11-19 years out of law school); **Majarian Law Group, APC**: Sahag Majarian II - \$1,057 (20+ years out of law school); Garen Majarian - \$437 (1-3 years out of law school). Attached as Exhibit 6 is a true and correct copy of the Laffey Matrix (accessed April 16, 2024, available at <http://www.laffeymatrix.com/see.html>).

54. The Settlement allows Class Counsel to recover up to \$12,000.00 in costs. As counsel's actual costs of \$14,837.64 exceeded this amount, the request remains \$12,000.00. These costs were reasonable and necessary.

55. Plaintiff more than satisfied his obligation to protect the interests of the Class and place them above his own. Plaintiff accepted the risk of judgment for Defendants' costs and potential loss of future employment opportunities. Plaintiff had individual claims which he did not pursue, or abandoned, to serve only as a representative of other employees, although, unlike those employees, Plaintiff was required to give a general release of all claims of any kind, including a section 1542 waiver.

56. The Class received notice Plaintiff requested \$7,500.00 "for filing the Action, working with Class Counsel and representing the Class." No Class Member objected.

I declare under the penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed April 16, 2024, in San Diego, California.

- 17 -

EXHIBIT 1

COHELAN KHOURY & SINGER

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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

**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.

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4 _____
5 Anthony Morris
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EXHIBIT 2

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

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JEFF GERACI
J. JASON HILL†
KRISTINA DE LA ROSA
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

April 29, 2022

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

The Lincoln National Life Insurance Company
1300 South Clinton Street
Fort Wayne, IN 46802

Lincoln National Life Insurance Co.
PO Box 21008
Greensboro, NC 27420-1008

Lincoln Financial Group
1300 South Clinton Street
Fort Wayne, IN 46802

Re: NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

This letter shall serve as Anthony Morris' (hereafter "Claimant") *Notice* pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.* regarding his wage and hour claims against Lincoln Financial Group and/or The Lincoln National Life Insurance Company and/or Lincoln National Life Insurance Co. (collectively referred to herein as "the Employer."). Claimant submits this notice on behalf of himself and all current and former exempt and/or non-exempt employees of the Employer in California who during the one year preceding the date of this notice suffered one or more of the violations described herein (collectively referred to as "aggrieved employees").

Claimant and other aggrieved employees were subject to the same policies and practices alleged herein which impermissibly denied aggrieved employees their rights pursuant to the California Labor Code and caused violation of the Labor Code as set forth below.

FACTUAL ALLEGATIONS

Claimant worked for the Employer as a Sr. Adminr, GP Sales Support from approximately February 19, 2019 until on or about February 4, 2022.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and aggrieved employees to policies and practices which caused the violations of the Labor Code as described herein.

The Employer failed to pay any wages for this time spent working and under the direction and control of the Employer. The Employer failed to pay Claimant and aggrieved employees all minimum, regular, and overtime wages for all applicable hours of work, including the time spent working off the clock and due to unlawful rounding of hours worked. Employer maintained a policy which discouraged or prohibited working overtime. Due to deadlines and pressure to produce, Claimant and other aggrieved employees were often required to work off the clock in order to meet productivity requirements and to avoid working unauthorized overtime. Off the clock work also included working before and after schedule start and end times and working through meal periods. Additionally, Claimant and other employees often submitted hours worked to their managers. Hours worked would be inputted only based off the scheduled hours and not actual hours worked in order to avoid the payment of overtime. Finally, the Employer requires employees to spend time working returning computers and work related items upon separation of employment. Though this time is spent at the direction and control of the Employer, the Employer does not pay any wages for this time spent working. As a result of these practices, the Employer failed to pay all aggrieved employees all minimum, regular, and overtime wages for all of these hours worked.

Additionally, at all times during their employment and at least one year prior to the date of this notice, Claimant and other aggrieved employees were subjected to a uniform policy and practice of unlawful time rounding. That is, the Employer did not pay Claimant and other aggrieved employees precisely for all hours worked. Instead, the Employer rounded their and other aggrieved employees' hours worked which over time, unlawfully favored the Employer and resulted in time lost to the aggrieved employees, including Claimant. This rounding policy was not neutral on its face or in application, and resulted in a cumulative loss of time to the Claimant and other aggrieved employees. The Employer had the ability to pay for the precise hours worked, but opted instead to utilize the rounding policy with no apparent benefit other than to benefit the Employer and deprive employees of payment for all hours worked. As a result, Claimant and other employees were not paid all minimum and regular wages for all hours worked. When Claimant and other aggrieved employees worked overtime, the rounding policy also resulted in the failure to pay all overtime wages for all overtime hours worked.

The Employer further failed to pay all overtime wages for all overtime hours worked because it failed to properly calculate the regular rate of pay for purposes of calculating overtime rates (time and a half- and double-time rates). Claimant and other aggrieved employees were eligible to earn, and did earn, more than one base hourly rates in the same workweek, non-discretionary compensation, including but not limited to, Gift/Awards and Annual income plan bonus. Claimant and other aggrieved employees worked overtime during the same workweek in which they worked at more than one base hourly rate and/or earned additional nondiscretionary compensation. However, all remuneration was not properly calculated into the regular rate of pay and as a result the overtime wages were not calculated using the correct regular rate of pay. Accordingly, the Employer failed to pay all overtime wages owed to Claimant and other aggrieved employees. Additionally, the Employer failed to calculate the correct regular rate of pay for purposes of calculating meal and rest period premium wages and sick pay. As a result, any meal and rest period premium wages and sick pay rates were not paid at the correct pay.

The Employer subjected all aggrieved employees to policies and practices which failed to provide compliant meal and rest periods. The Employer did not maintain a meal and rest period policy applicable to Claimant and other aggrieved employees. Claimant and other aggrieved employees were not authorized and permitted to take lawful rest and meal periods.

Claimant and other aggrieved employees were not provided an opportunity for each shift to take off-duty, timely, uninterrupted meal periods lasting at least 30-minutes. Instead, meal periods were often short (less than 30 minutes), missed entirely or late (after the 5th or 10th hour of work, as applicable). At times, the job demands sometimes required Claimant and other aggrieved employees to have to entirely miss his or her meal periods. The job demands also caused employees to be unable to take timely meal periods because employees were required to continue working. Job demands caused meal periods to be shorter than 30 minutes because employees had to return to work before the end of the full thirty minutes. Claimant and other aggrieved employees were not provided an opportunity to take a second uninterrupted, off-duty, thirty-minute meal period on shifts lasting more than 10 hours.

For the same reasons, Claimant and other aggrieved employees were not provided complaint off-duty, timely and uninterrupted rest periods. At times, the job demands sometimes required Claimant and other employees to have to entirely miss his or her rest periods. The job demands also caused employees to be unable to take timely rest periods because employees were required to continue working. Job demands caused rest periods to be shorter than 10 minutes and/or interrupted because employees had to return to work before the end of the full thirty minutes. Claimant and other aggrieved employees were not provided an opportunity to take a third uninterrupted, off-duty, ten-minute rest period on shifts lasting more than 10 hours.

The Employer never paid one hour of wages at a regular rate of pay for each shift in which non-compliant rest and meal periods were not provided, as required by Labor Code section 226.7 and sections 11 and 12 of the applicable wage order.

Furthermore, the Employer failed to provide sick pay at the proper accrual rates and at the correct regular rate of pay as required by Labor Code section 246.

Furthermore, the Employer failed to provide sick pay at the proper accrual rates and at the correct regular rate of pay as required by Labor Code section 246. Instead of paying sick time at the correct regular rate of pay which factored in all remuneration paid, the Employer only paid employees at his or her base hourly rate of pay in violation of Labor Code section 246. The Employer failed to provide notice to the employees of all sick paid accrued as required by law.

Furthermore, the Employer failed to record (and maintain records) reflecting when the beginning and ending of each shift and work period, including the beginning and ending of each meal period. The Employer further failed to accurately record the total hours worked.

During the relevant time period, the Employer failed to provide reimbursement for all reasonable costs and expenses incurred in direct consequence to their job duties. The Employer failed to maintain an adequate reimbursement policy and further failed to inform aggrieved employees of their right to seek reimbursement for all costs and expenses.

During his employment and the applicable time period, the Employer required Claimant and other aggrieved employees to incur necessary business-related expenditures in direct consequence of the discharge of their duties for the Employer. Claimant and other aggrieved employees incurred expenses for internet, wifi, telephone and/or cellular services, office supplies and the use of a desk and chair. The Employer did not advise employees of their right to receive reimbursement for these expenses, nor did the Employer reimburse Claimant and other aggrieved employees for these necessary expenditures incurred in the direct consequence of the discharge of his duties as an employee of the Employer, in violation of California law.

The Employer failed to provide wage statements to Claimant and other aggrieved employees. The paystubs provided to Claimant and other aggrieved employees did not contain all accurate information as required by Labor Code section 226(a). Because, as described above, the Employer failed to pay all minimum, regular, overtime, sick pay, and all meal and rest premium wages, it failed to accurately set forth the total gross wages earned, net wages earned, total hours worked, and all applicable hourly rates and the total number of hours worked at each rate.

Additionally, separate and independent from the claims for derivate violations of Labor Code section 226, the wage statements were non-compliant and did not contain all the required information. The wage statements did not list the total hours worked, nor did it include the rate of pay and the number of hours worked at each rate. The wage statements did not include the correct name of the employer because it listed "Lincoln National Life Insurance Co." instead the of the actual name as reflected in the California Secretary of State's records: "The Lincoln National Life Insurance Company."

During their employment, Claimant were not paid all wages within the time set forth in Labor Code section 204 due to the failure to pay all minimum, regular, and overtime wages and all meal and rest period premium wages as described herein. Additionally, when the Employer paid overtime wages, they were paid later than the payday for the next regular payroll period in violation of Labor Code section 204(b)(1).

Additionally, the Employer failed to pay Claimant the Employer failed to pay Claimant and aggrieved employees within the time required because they did not pay all wages earned as set forth herein. Claimant is informed and believe that the Employer has no policy and/or practice to comply with Labor Code sections 201, 202, and 203 as to all separated employees in California by timely paying final wages and paying waiting time penalty wages when failing to timely pay final wages. On information and belief, Claimant maintains that the Employer maintained a regular practice of failing to pay separated employees within the time requirements of Labor Code sections 201- 20. Even if the Employer did provide employees with the final pay check within the time frame required, they nevertheless failed to pay timely because they did not pay all wages earned as set forth herein. As a result, the Employer is liable for civil penalties for their violation of 201 and 202.

The Employer also did not pay a day's wages for every day final pay was not paid through the date final wages were paid, as required by Labor Code section 203. Thus, aggrieved employees are owed civil penalties due to the Employer's violation of Labor Code 203.

Claimant further allege, based on personal experience and observation, that the violations of the Labor Code described herein were suffered by other current and former employees of the Employer.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code Sections 510, 1194, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order)

The Employer failed to pay all minimum, regular, and overtime wages required by law.

Labor Code section 226.2 applies to employees who are compensated on a piece-rate basis for any work performed during a pay period. Labor Code section 226.2 (a)(1) states that employees who are compensated on a piece-rate basis, “shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.” The rest and recovery periods shall be paid at a regular hourly rate that is no less than the higher of: a) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods or b) the applicable minimum wage. Labor Code section 226.2(a)(3)(A).

Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked, and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

As set forth in detail above, the Employer violated Labor Code sections 510, 1197, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage

Order because they did not pay Claimant and other aggrieved employees all minimum, regular, and overtime wages for all hours worked.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code Sections 226.2, 226.7, 512(a), and 1198, and the “Meal Periods” and “Rest Periods”
Sections of the Applicable Wage Order)

As set forth herein, during the time that Claimant performed work for the Employer, the Employer did not provide Claimant and other aggrieved employees all lawful and compliant rest and meal periods, and failed to pay them all required meal and rest premiums due to them under the law.

Labor Code section 226.7(c) states: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” Consequently, Claimant is entitled to receive a one-hour wage premium for each day a compliant meal period was not provided and a one-hour wage premium for each day a compliant rest period was not provided. Claimant intends to pursue all remedies, including recovery of wages, interest, attorney’s fees and costs, and penalties to the extent allowed by law.

Labor Code section 512(a) states: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

Labor Code section 226.7(b) states: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Pursuant to the “Meal Period” Section of the applicable IWC Wage Order, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will

complete the day's work the meal period will be waived by mutual consent of the employer and the employee. If an employer fails to provide an employee a meal period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Pursuant to the "Rest Period" Section of the applicable Wage Order, every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation of each workday that the rest period is not provided.

As set forth above, the Employer denied Claimant and other aggrieved employees' meal and rest periods due to them under the law. Consequently, the Employer must pay one hour of wages for each day a proper meal period was not properly provided and one hour of wages for each day a rest period was not properly provided. This applies to Claimant and all other aggrieved employees who were not provided with legally compliant meal periods and rest breaks.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Labor Code Sections 246(i), 226(a), 226.3, 1198, and 2699, and the
"Records" Section of the Applicable Wage Order)

Labor Code section 226(a) states in pertinent part, "An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer. . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee... and if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment."

The Wage statements of employees who are compensated on a piece-rate basis during a pay period shall also comply with the requirements of Labor Code section 226.2(a)(2)(A)-(B):

(2) The itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:

(A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

(B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney’s fees.

Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee’s wage statement pursuant to Section 226 or in a separate writing on the designated pay date.

The Employer failed to provide Claimant with an accurate, timely itemized wage statement complying with the requirements of the Labor Code and applicable IWC Wage Order. Claimant will pursue all remedies, including recovery of wages, interest, attorneys’ fees and costs, penalties and those provided by the PAGA, to the extent allowed by law, on behalf of themselves and other aggrieved employees of the Employer.

FAILURE TO PROVIDE PAID SICK LEAVE

(Labor Code Sections 246 and 248.5)

Labor Code section 246 grants the right to employees to paid sick days. Specifically, Labor Code section 246(b) states that:

(1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.

(2) An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek for the purposes of this section, unless the employee’s normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.

(3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an

employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.

(4) An employer may satisfy the accrual requirements of this section by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the completion of his or her 120th calendar day of employment.

Cal. Labor Code section 246(l) states: “For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.”
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee’s wage statement pursuant to Labor Code section 226 or in a separate writing on the designated pay date.

Employer violated Labor Code section 246 because it did not provide no sick leave at the correct rates of pay to Claimant and other aggrieved employees, nor did it provide written notice of the paid sick leave available.

FAILURE TO TIMELY PAY WAGES DUE DURING AND UPON TERMINATION OF EMPLOYMENT

(Labor Code Sections 201, 202, 203, 204, 256, 1198, and 2699, and the “Minimum Wages”
Section of the Applicable Wage Order)

Labor Code section 204(a) states, in pertinent part, “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Section 204(d) states, “The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 201 states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part, “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to his or her, or who refuses to receive the payment when fully tendered to his or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code section 210(a) provides: “(a) In addition to, *and entirely independent and apart from, any other penalty provided in this article*, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

The Employer failed to timely pay Claimant and other aggrieved employees all wages due and owing during and upon termination of employment. The Employer willfully failed to pay all wages and penalties when required by Sections 201, 202, and 204 of the Labor Code. Therefore, the penalties to all affected employees, including Claimant.

FAILURE TO REIMBURSE EXPENSES (Labor Code §§ 2802 and 2804)

California Labor Code section 2802(a) states: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Labor Code section 2802(b) states: “All awards made by a Court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” The exact amount of interest is in an amount to be proven at time of trial.

Furthermore, Labor Code section 2802(c) states: “For the purposes of this section, the term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee in enforcing the rights granted by this section.”

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Cal. Labor Code § 2804.

The Employer failed to fulfill these obligations when it failed to reimburse Claimant and other aggrieved employees for all costs and expenses they incurred while working for the Employer.

CIVIL PENALTIES FOR VIOLATION OF
THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code Sections 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, the Employer violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, the Employer is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

As set forth above, The Lincoln National Life Insurance Company and/or Lincoln National Life Insurance Co. and/or Lincoln Financial Group were the Employer, or other person acting on behalf the employer, and violated, or caused to be violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 203, 226, 226.7, 1194, 2802, 510, 512, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order.

As a result, the Employer is each liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

DUTIES OF EMPLOYER

(Labor Code Sections 246(i), 1174, 1174.5, 2751, and 1198 and Section 7 of the Applicable IWC Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. the Employer violated this requirement by its failure to accurately record employee hours worked and/or paid. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174 (d). Furthermore, Claimant and all other current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

Section 7 of the IWC wage order also states:

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 2751 further requires that employers provide its commissioned employees with a written agreement detailing how their commissions will be calculated and paid. Employers must also provide a copy of all commission agreements and obtain from each employee a signed receipt.

Labor Code section 246(i) states: "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

The Employer violated the sections 1174, 1198 and section 7 of the applicable IWC Wage order, 246, and 2751 by failing to maintain time records and failing to provide the requisite notices.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code Sections 218.6, 226(e), 1194, 1194.2, 2699, *et seq.*, and 2802)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code section 2699, *et seq.*, aggrieved employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, the Employer is liable for these items in addition to the unpaid wages and reimbursements. Claimant has already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of Employer's unlawful actions.

CONCLUSION

The Employer violated labor code sections as set forth herein. Claimant will pursue all remedies on behalf of himself and other aggrieved employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law. The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional claims, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint for damages. Should you have any questions, please feel free to contact me at your convenience.

Sincerely,
COHELAN KHOURY & SINGER



Kristina De La Rosa
Attorney at Law

cc (via email only):
MAJARIAN LAW GROUP, APC
Sahag Majarian, Esq. (sahagii@aol.com)
Garen Majarian, Esq. (garen@majarianlawgroup.com)

Amber Worden

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, April 29, 2022 4:44 PM
To: Amber Worden
Subject: [External] Thank you for submission of your PAGA Case.

4/29/2022

LWDA Case No. LWDA-CM-881337-22

Law Firm : Cohelan Khoury & Singer

Plaintiff Name : Anthony Morris

Employer: The Lincoln National Life Insurance Company Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=1sYpYEGF76QN6w9hehxsqElpMNt5gOV6_IRPmxDj0Ew&m=q-aoOvmTkY54EIHGNHlrKsOWxiBeoX_mX00KoYET-fQ&s=VkPm-v1vFZ0vureNMP3uaQ2MPnNaXvfVLBlqKc3EHsk&e=

EXHIBIT 3

SUMMARY OF TIME AND COSTS
Morris v. The Lincoln National Life Insurance Company, et al.
L.A.S.C. Case No. 22STCV20426

Total Attorneys' Hours: 170.8
Total Lodestar: \$102,503.50
Fee Request: \$166,650.00
Multiplier: 1.63
Total Costs: \$ 14,837.64

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	12.3	\$925	\$11,377.50
Michael D. Singer, Managing Partner	1984	4.8	\$995	\$4,776.00
Marta Manus, Associate	2008	45.5	\$700	\$31,850.00
Rosemary C. Khoury, Associate	2020	42.3	\$500	\$21,150.00
Kristina De La Rosa, Former Associate	2011	2.8	\$500	\$1,400.00
Amber Worden, Certified Paralegal	N/A	10.1	\$200	\$2,020.00
Matthew Atlas, Paralegal	N/A	13.4	\$175	\$2,345.00
TOTAL:		131.2		\$74,918.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
MAJARIAN LAW GROUP, APC				
Sahag Majarian, Esq.	1990	26.1	\$850	\$22,185.00
Garen Majarian, Esq.	2021	13.5	\$400	\$5,400.00
TOTAL:		39.6		\$27,585.00

Total Aggregate Hours: 170.8	Total Lodestar: \$102,503.50
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$9,815.47
Majarian Law Group, APC	\$5,022.17
TOTAL COSTS	\$14,837.64

EXHIBIT 4

EXHIBIT 4-A

**ATTORNEY TIME
ISAM C. KHOURY**

Morris v. The Lincoln National Life Insurance Company, et al.
L.A.S.C. Case No. 22STCV20426
Attorney Time – Isam C. Khoury

Date	Activity	Time
6/10/2022	New case discussion, review RK memo re complaint drafting issues	0.5
6/14/2022	Discuss refiling and tolling and Covid relief	0.5
6/24/2022	Discuss complaint drafting issues and 203/2802	0.3
1/25/2023	Status update on mediation prep and data analysis	0.4
2/7/2023	Mediation prep and confer w/ Consultant re damage analysis. File /document review with MM and RCK	1.0
2/10/2023	Mediation prep and damage analysis review	0.6
2/14/2023	Review damage analysis, discuss mediation strategy	0.4
2/15/2023	Mediation review, discuss strategy and opening w/ MM	1.0
2/16/2023	Mediation and prep w/ Marlin	6.5
2/17/2023	Follow up on client execution and MOU related issues	0.4
2/27/2023	Status update on settlement process in and	0.3
4/3/2023	Status update on settlement processing and admin selection	0.2
5/23/2023	Status update on settlement processing	0.2
	Total	12.3

EXHIBIT 4-B

**ATTORNEY TIME
MICHAEL D. SINGER**

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

L.A.S.C. Case No. 22STCV20426

Attorney Time – Michael D. Singer

Date	Activity	Time
4/13/2022	Initial intake 2.0	2.0
9/28/2022	Confer w co-counsel .5	0.5
3/2/2023	Mediation prep 2.0	2.0
4/4/2023	Confer w co-counsel re status .3	0.3
	Total	4.8

EXHIBIT 4-C

**ATTORNEY TIME
MARTA MANUS**

Morris v. The Lincoln Nat'l Life Insurance Company
Los Angeles County Superior Court Case No. 22STCV20426
ATTORNEY TIME – MARTA MANUS

Date	Activity	Time
11/22/22	Review case file	0.5
12/02/22	Draft plaintiff's mediation data request	2.00
1/23/23	Email OPC Cameron Flynn	0.1
1/24/23	Email plaintiff Morris	0.1
1/25/23	Review mediation data production	2.5
1/25/23	Email OPC Cameron Flynn re: data	0.2
1/25/23	Email Berger Consulting re: mediation	0.3
1/31/23	Email OPC Jesse Ferrantella	0.2
1/31/23	Research re: claims for mediation	1.00
2/01/23	Email OPC Jesse Ferrantella	0.2
2/01/23	Teleconference with plaintiff Morris	0.5
2/01/23	Email plaintiff Morris	0.1
2/02/23	Email Berger Consulting	0.1
2/02/23	Email plaintiff Morris	0.1
2/02/23	Confer w/MDS re: mediation damages	0.2
2/03/23	Teleconference with plaintiff Morris	0.2
2/07/23	Email Berger Consulting	0.2
2/08/23	Draft mediation brief	3.8
2/08/23	Teleconference with plaintiff Morris	0.4
2/09/23	Email Berger Consulting	0.2
2/09/23	Draft mediation brief	3.00
2/10/23	Review mediation damages analysis	0.6
2/10/23	Email Berger Consulting	0.4
2/13/23	Review mediation damages analysis	0.5
2/13/23	Email Berger Consulting	0.2
2/16/23	Email OPC Jesse Ferrantella	0.2
2/16/23	Review mediation data	0.2
2/16/23	Mediation with Lou Marlin	4.5
2/16/23	Draft MOU	0.5
2/16/23	Teleconference with plaintiff	0.3
2/22/23	Draft second amended complaint	1.00
2/22/23	Email OPC Jesse Ferrantella	0.2
3/03/23	Review stip to file SAC	0.1
3/21/23	Email OPC Jesse Ferrantella	0.1
3/29/23	Draft settlement agreement	3.00
3/29/23	Email OPC Jesse Ferrantella	0.1
3/31/23	Email OPC Jesse Ferrantella	0.1
3/31/23	Review settlement admin bids	0.2
4/03/23	Email OPC Jesse Ferrantella	0.2

Morris v. The Lincoln Nat'l Life Insurance Company
Los Angeles County Superior Court Case No. 22STCV20426
ATTORNEY TIME – MARTA MANUS

4/04/23	Draft settlement agreement	0.4
4/04/23	Email OPC Jesse Ferrantella	0.3
4/04/23	Draft joint statement	0.2
4/10/23	Email OPC Jesse Ferrantella	0.2
5/01/23	Email OPC Jesse Ferrantella	0.1
5/10/23	Draft motion for preliminary approval	2.5
5/11/23	Draft motion for preliminary approval	2.00
5/12/23	Draft motion for preliminary approval	1.2
5/12/23	Email OPC Jesse Ferrantella	0.1
8/09/23	Review order re: preliminary approval	0.5
8/09/23	Email OPC Jesse Ferrantella	0.1
9/18/23	Email OPC Jesse Ferrantella	0.1
9/25/23	Draft revised SA	1.2
9/26/23	Draft revised SA	0.5
9/26/23	Email OPC Jesse Ferrantella	0.1
9/27/23	Draft supplemental prelim approval brief	1.5
9/28/23	Email OPC Jesse Ferrantella	0.1
10/04/23	Revise supplemental prelim approval brief	0.5
10/04/23	Email OPC Jesse Ferrantella	0.1
10/05/23	Draft revised SA and prelim brief	0.6
10/05/23	Email OPC Jesse Ferrantella	0.2
10/10/23	Email OPC Jesse Ferrantella	0.1
10/10/23	Review supplemental brief revisions	0.2
10/10/23	Teleconference with Donnell Fort	0.2
11/01/23	Hearing re: preliminary approval	1.00
12/12/23	Email CPT Group	0.1
12/13/23	Review class notice	0.2
12/13/23	Email CPT Group	0.1
12/14/23	Email CPT Group	0.1
12/21/23	Telephone call with class member	0.2
4/11/24	Draft final approval motion	1.5
TBD	Final approval hearing	1.00
	Total	45.5

EXHIBIT 4-D

**ATTORNEY TIME
ROSEMARY C. KHOURY**

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

L.A.S.C. Case No. 22STCV20426

Attorney Time – Rosemary C. Khoury

Date	Activity	Time
4/12/2022	Email with MDS re: new case	0.1
4/12/2022	Outline tasks through May 2022	0.1
4/14/2022	Email with MDS re: PAGA docs	0.1
4/27/2022	Email with MDS re: complaint	0.1
4/28/2022	Email AW re: complaint and PAGA docs	0.1
5/10/2022	Email KDLR re: emailing defense	0.2
5/10/2022	Review PAGA letter	0.2
5/10/2022	Email defense attorney re: call	0.1
5/12/2022	Email defense re: call tomorrow	0.1
5/13/2022	Email with defense re: rescheduling call	0.1
5/24/2022	Review all documents produced per record request	1.7
5/24/2022	Email MDS and KDLR re: possible class complaint	0.3
5/25/2022	Read MDS email re: arb	0.1
5/25/2022	Email defense attorney re: call	0.1
5/25/2022	Email defense re: arb	0.1
5/25/2022	Email MDS re: defense	0.1
5/25/2022	Forward defense emails to MDS	0.1
5/25/2022	Update deadlines for next 3 months and take strategy notes	0.1
5/31/2022	Email defense re: arb agreement	0.1
5/31/2022	Email MDS and KDLR re: class case	0.1
6/6/2022	Draft complaint	0.4
6/6/2022	Email KDLR re: complaint	0.1
6/6/2022	Read notice of cure from Defendant	0.2
6/6/2022	Read Medtronics case for example of notice of cure response	0.1
6/7/2022	Email MDS re: case and notice of cure	0.1
6/7/2022	Draft complaint	0.8
6/7/2022	Catalogue mistake and solution	0.1
6/7/2022	Draft complaint (continue)	0.7
6/7/2022	Research notice of cure effects	0.1
6/7/2022	Review docs produced and take notes	0.2
6/7/2022	Draft complaint (continue)	0.5
6/7/2022	Draft complaint (continue)	0.6
6/7/2022	Review docs produced and take notes (continue)	1
6/8/2022	Review docs produced and take notes (continue)	1.5
6/8/2022	Review docs produced and take notes (continue)	1.6
6/8/2022	Draft complaint (continue)	0.1
6/8/2022	Review PAGA letter	0.3
6/8/2022	Prepare for call with Plaintiff	0.3

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

L.A.S.C. Case No. 22STCV20426

Attorney Time – Rosemary C. Khoury

6/8/2022	Call with Plaintiff	0.6
6/8/2022	Email Plaintiff re: call	0.3
6/9/2022	Email Plaintiff re: doc	0.1
6/9/2022	Save doc sent by Plaintiff	0.1
6/9/2022	Draft complaint (continue)	1.5
6/9/2022	Research salary non-exempt requirements	0.2
6/9/2022	Draft complaint (continue)	0.4
6/9/2022	Draft complaint (continue)	0.3
6/9/2022	Email with CKS re: class definition and other issues	0.6
6/9/2022	Call with ICK re: class definition	0.2
6/10/2022	Read MDS email re: complaint	0.1
6/10/2022	Call client re: work from home	0.1
6/10/2022	Email MDS re: complaint	0.2
6/10/2022	Review cases from MDS re: 2802 from home and summarize	0.7
6/10/2022	Draft complaint	0.3
6/13/2022	Draft complaint (continue)	1.6
6/13/2022	Research non-exempt salaried requirements	0.5
6/13/2022	Consider how to form subclasses	0.3
6/13/2022	Prepare for attorney meeting tomorrow	0.1
6/15/2022	Read PAGA notice	0.3
6/15/2022	Draft complaint (see ND industries)	0.3
6/17/2022	Email with Devin re: phasing discovery	0.7
6/17/2022	Continue drafting complaint	0.4
6/17/2022	Research class actions with multiple classes	0.2
6/17/2022	Draft complaint (finish)	0.4
6/17/2022	Email Devin re: Belaire West	0.1
6/20/2022	Draft complaint	0.5
6/20/2022	Email MDS re: no arb agreement	0.1
6/20/2022	Draft complaint (finish)	0.7
6/21/2022	Finish complaint	1.7
6/21/2022	Do last proofread	0.5
6/21/2022	Send complaint to MDS for review and notes	0.2
6/21/2022	Review files for WFH mentions	0.2
6/22/2022	Change class definition	0.1
6/22/2022	Email MDS new complaint version	0.1
6/22/2022	Review deadlines with AW	0.1
6/22/2022	Research 203s for 2802	0.5
6/22/2022	Email with attorneys about 203s for 2802	0.1

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

L.A.S.C. Case No. 22STCV20426

Attorney Time – Rosemary C. Khoury

6/27/2022	Read email re: challenging judge	0.1
7/5/2022	Review calendar with AW	0.1
7/8/2022	Draft FAC	0.2
7/15/2022	Email with AW re: FAC	0.1
7/15/2022	Draft FAC	0.3
7/27/2022	Review calendar with AW	0.1
7/27/2022	Review FAC draft and edit	0.5
7/27/2022	Email AW FAC to file	0.1
8/18/2022	Review court's CMC order	0.2
8/18/2022	Email defense counsel re: meet and confer	0.1
8/19/2022	Prepare for call with defense	0.3
8/19/2022	Call with defense to meet and confer before CMC	0.3
8/25/2022	Email AW re: case anywhere	0.1
10/5/2022	Email defense re: statement	0.1
10/15/2022	Review mediation info	0.1
10/15/2022	Update calendar	0.3
11/15/2022	Review calendar with AW	0.1
11/23/2022	Email defense re: data and doc request	0.1
11/28/2022	Update deadlines	0.1
11/28/2022	Email MM re: data and doc request	0.1
12/1/2022	Data and doc request	0.8
12/1/2022	Email MM re: data and doc request	0.1
12/2/2022	Email MM re: data and doc request	0.1
12/2/2022	Edit data and doc request	0.2
12/2/2022	Email defense data and doc request	0.1
12/5/2022	Review calendar with AW	0.1
12/15/2022	Review mediation request	0.2
12/15/2022	Email with defense re: mediation request	0.1
1/17/2023	Email with team re: mediation and client	0.2
1/17/2023	Email with defense counsel re: mediation	0.1
1/19/2023	Email with defense re: data production	0.1
1/24/2023	Review data produced for mediation	0.1
1/24/2023	Discuss mediation with MM	0.2
1/31/2023	Discuss mediation with MM	0.1
2/7/2023	Review calendar	0.1
2/7/2023	Review emails re: mediation	0.1
2/7/2023	Discuss mediation with ICK	0.2
2/7/2023	Attorney meeting	0.3

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

L.A.S.C. Case No. 22STCV20426

Attorney Time – Rosemary C. Khoury

2/8/2023	Discuss mediation with MM	0.1
2/9/2023	Review mediation brief	0.1
2/9/2023	Review and edit mediation brief	1.5
2/9/2023	Email MM redline	0.1
2/9/2023	Discuss redline with MM	0.1
2/9/2023	Redline cut down mediation brief	0.6
2/9/2023	Email team mediation brief	0.1
2/10/2023	Email with attorneys re: 2802 Covid issue	0.3
2/10/2023	Review reimbursement data from defense	0.1
2/10/2023	Review consultant models	0.2
2/13/2023	Review emails re: mediation	0.1
2/13/2023	Read emails re: damages	0.1
2/15/2023	Review updated damages analyses	0.1
2/16/2023	Review reimbursement policies and info	0.2
2/16/2023	Email with team re: mediation	0.1
2/16/2023	Mediation	2
2/17/2023	Review settlement emails	0.1
2/20/2023	Review settlement agreement	0.1
3/8/2023	Review emails	0.1
3/20/2023	Review emails	0.1
4/4/2023	Email with MA re: statement	0.1
4/18/2023	Review signed SA	0.1
5/15/2023	Review PAs email to defense	0.1
5/23/2023	Review emails	0.1
8/9/2023	Review checklist items needed for PA	0.2
1/2/2024	Review weekly reports	0.1
1/16/2024	Review emails	0.1
3/4/2024	Review weekly report	0.1
3/28/2024	Gather and clean up time records for FA	0.5
	Total	42.3

EXHIBIT 4-E
ATTORNEY TIME
KRISTINA DE LA ROSA

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

L.A.S.C. Case No. 22STCV20426

Attorney Time – Kristina De La Rosa

Date	Activity	Time
4/29/2022	Draft LWDA Letter (1.5); Review file re scope of claims (1.0)	2.5
5/25/2022	Draft memo to team re arb and waiver	0.1
6/6/2022	Review IM PAGA cure notice and eems with RK re same (.2)	0.2
	Total	2.8

EXHIBIT 5

Litigation Cost

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

L.A.S.C. Case No. 22STCV20426

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
4/29/2022	LWDA	PAGA Fee Notice	\$ 75.00
6/23/2022	One Legal	Complaint/Complex fee	\$ 1,494.53
6/27/2022	Express Network	Peremptory Challenge	\$ 35.00
7/19/2022	One Legal	Proof of Service by Mail	\$ 17.19
7/20/2022	One Legal	Notice of Acknowledgment	\$ 17.19
9/1/2022	One Legal	Notice of Posting of Jury Fees	\$ 171.62
9/1/2022	One Legal	Status Conference Statement	\$ 17.19
9/2/2022	One Legal	Notice; POS	\$ 17.19
10/12/2022	Louis Marlin Mediation	Mediation Fee 2/16/23	\$ 7,000.00
11/15/2022	Case Anywhere	8/25-10/31/22	\$ 111.90
12/2/2022	One Legal	Stipulation and Order	\$ 37.78
12/6/2022	One Legal	Notice	\$ 17.19
2/15/2023	Case Anywhere	11/1/22-1/31/23	\$ 147.00
2/27/2023	One Legal	Notice of Appearance	\$ 17.66
3/1/2023	Consultant	Statistician	\$ 3,475.00
3/6/2023	One Legal	Stipulation and Order	\$ 38.25
3/6/2023	One Legal	Stipulation and Order	\$ 49.16
3/8/2023	One Legal	Amended Complaint; POS	\$ 17.66
3/8/2023	One Legal	Amended Complaint; POS	\$ 47.87
3/9/2023	One Legal	Notice; POS	\$ 17.66
3/10/2023	One Legal	Stipulation and Order	\$ 38.25
3/13/2023	One Legal	Notice	\$ 17.66
5/10/2023	Case Anywhere	2/1-4/30/23	\$ 189.00
5/22/2023	One Legal	Stipulation and Order	\$ 38.25
5/25/2023	One Legal	Stipulation and Order	\$ 38.25
5/31/2023	One Legal	Notice	\$ 17.66
5/31/2023	One Legal	Preliminary Approval Motion-Courtesy	\$ 78.76
6/1/2023	One Legal	Preliminary Approval Motion-File	\$ 79.43
8/4/2023	One Legal	Notice of Appearance	\$ 17.66
8/24/2023	Case Anywhere	5/1-7/31/23	\$ 201.00
10/10/2023	One Legal	Brief; Supp. Dec.	\$ 17.66
11/21/2023	Case Anywhere	8/1/23-10/31/23	\$ 159.00
12/8/2023	LASC	Documents	\$ 6.80
2/7/2024	Case Anywhere	11/1/23-1/3/24	\$ 135.00
est	One Legal	Final Approval Motion -File/Courtesy	\$ 158.19
	In House	Postage	\$ 36.63
	In House	Photocopies (46@.25)	\$ 11.50
			\$ 14,062.74
11/28/2022	Law Offices of S. Majarian	Co-Counsel Cost Contribution	\$ (4,247.27)
	Total:		\$ 9,815.47

EXHIBIT 6

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 7