

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

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

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

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

CASE NUMBER:

22STCV20426

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

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

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

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

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

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

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

c. On (*date*):

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

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

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

Case No. 22STCV20426

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lawrence P. Riff

Department SS7

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT

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

Pursuant to the Amended Class Action and PAGA Settlement Agreement and Class Notice filed October 10, 2023 (“Agreement”), the Order Granting Preliminary Approval of Class Action Settlement issued November 1, 2023 (“Preliminary Approval Order”), and the Order Granting Final Approval of Class Action Settlement (“Final Approval Order”), IT IS ORDERED, ADJUDGED, AND DECREED that:

1. The Court enters Judgment consistent with the Final Approval Order and the Agreement. Plaintiff Anthony Morris, Participating Class Members, the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees shall take nothing from Defendants The Lincoln National Life Insurance Company and Lincoln National Corporation, or any of its officers, directors, employees, and agents, (“Released Parties”), except as expressly set forth in the Agreement and Final Approval Order.

2. No Class member filed a written objection to the proposed Settlement or stated an intention to appear at the final approval hearing.

3. Pursuant to the Agreement, Preliminary Approval Order, and Final Approval Order, the Court defined the following:

a. “Action”: The Plaintiff’s lawsuit alleging wage and hour violations against Defendants entitled *Anthony Morris v. The Lincoln National Life Insurance Company, et al.*, case number 22STCV20426, filed in Superior Court of California, County of Los Angeles.

b. “Aggrieved Employees”: All employees (exempt and non-exempt) employed by Defendants in the State of California at any time during the PAGA Period. No employee may opt out of being an Aggrieved Employee.

c. “Class”: Class I and Class II, collectively.

d. “Class I”: All persons employed by Defendants (exempt and nonexempt) in California who worked from home pursuant to Defendants’ alleged policy or practice requiring them to do so during the Class Period.

e. “Class II”: All persons employed by Defendants in California as non-exempt employees during the Class Period.

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1 f. "Class Member" or "Settlement Class Member": A member of the Class,
2 as either a Participating Class Member or Non-Participating Class Member (including a Non-
3 Participating Class Member who qualifies as an Aggrieved Employee).

4 g. "Class Period": June 22, 2018 through May 17, 2023.

5 h. "Class Representative": The named Plaintiff in the operative complaint in
6 the Action seeking Court approval to serve as a Class Representative.

7 i. "Defendants": Named Defendants The Lincoln National Life Insurance
8 Company and Lincoln National Corporation.

9 j. "Effective Date": The date by when both of the following have occurred:
10 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
11 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
12 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
13 one or more Participating Class Members objects to the Settlement, the day after the deadline for
14 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
15 day after the appellate court affirms the Judgment and issues a remittitur.

16 k. "Final Approval": The Court's order granting final approval of the
17 Settlement.

18 l. "Final Judgment": The Judgment Entered by the Court upon Granting
19 Final Approval of the Settlement.

20 m. "PAGA Period": The period from April 29, 2021 through May 17, 2023.

21 n. "Participating Class Member": A Class Member who does not submit a
22 valid and timely Request for Exclusion from the Settlement.

23 o. "Plaintiff": Anthony Morris, the named plaintiff in the Action.

24 p. "Released Class Claims": All claims that were alleged, or reasonably could
25 have been alleged, based on the Class Period factual allegations stated in the Operative Second
26 Amended Complaint filed March 8, 2023, and ascertained in the course of the Actions, including,
27 1) failure to reimburse business expenses, Labor Code Sections 2802, 2804 (Class I Members),
28 2) failure to pay all wages, Labor Code §§1194, 1194.2, 510 (Class II Members), 3) failure to pay

1 overtime wages, Labor Code §§1194, 510 (Class II Members), 4) meal period violations, Labor
2 Code §§512, 226.7 (Class II Members), 5) rest period violations, Labor Code §226.7 (Class II
3 Members), 6) failure to provide accurate itemized wage statements, Labor Code §226 (Class II
4 Members), 7) failure to provide sick pay, Labor Code §246 (Class II Members), 8) waiting time
5 penalties, Labor Code §§201-203 (Class II Members), and 9) Unfair Competition Law violations,
6 Bus. & Prof. Code §§ 17200, *et seq.* (Class I and Class II Members).

7 q. “Released PAGA Claims”: All claims for PAGA penalties that were
8 alleged, or reasonably could have been alleged, based on the PAGA Period factual allegations
9 stated in the Operative Second Amended Complaint filed March 8, 2023, the April 29, 2022
10 PAGA Notice, and ascertained in the course of the Actions, including, 1) failure to reimburse
11 business expenses, Labor Code Sections 2802, 2699(f)(2) (Aggrieved Employees), 2) failure to
12 pay all wages, Labor Code §§1194, 510, 2699(f)(2) (Aggrieved Employees), 3) failure to pay
13 overtime wages, Labor Code §§1194, 510, 2699(f)(2) (Aggrieved Employees), 4) meal period
14 violations, Labor Code §§512, 226.7, 2699(f)(2) (Aggrieved Employees), 5) rest period
15 violations, Labor Code §§226.7, 2699(f)(2) (Aggrieved Employees), 6) failure to provide accurate
16 itemized wage statements, Labor Code §§226, 2699(f)(2) (Aggrieved Employees), 7) failure to
17 provide sick pay, Labor Code §246, 2699(f)(2) (Aggrieved Employees), 8) failure to timely pay
18 all wages upon separation and during employment, Labor Code §§201-204, 2699(f)(2)
19 (Aggrieved Employees), and 9) failure to maintain accurate records, Labor Code §§1174,
20 2699(f)(2) (Aggrieved Employees).

21 r. “Released Parties”: Defendants, and each of their former and present
22 directors, officers, shareholders, owners, members, employees, managing agents, attorneys,
23 insurers, predecessors, successors, assigns, and Defendants’ subsidiaries, affiliates, and or related
24 companies.

25 s. “Settlement”: The disposition of the Actions effected by this Agreement
26 and the Judgment.

27 4. The Gross Settlement Amount is \$500,000.00. Through its Final Approval Order,
28 the Court has authorized the following distributions from the Gross Settlement Amount:

1 a. The Court finds and determines the Individual Class Payments to
2 Participating Class Members and Individual PAGA Payments to Aggrieved Employees provided
3 by the Agreement are fair and reasonable. The Court grants final approval to and orders Payments
4 be made in accordance with the Agreement.

5 b. The Court authorizes payment of administrative costs to CPT Group, Inc.
6 from the Gross Settlement Amount in the amount of \$9,000.00.

7 c. The Court authorizes payment of a Class Representative Service Payment
8 to Plaintiff Anthony Morris from the Gross Settlement Amount in the amount of \$7,500.00

9 d. The court authorizes payment of attorneys' fees from the Gross Settlement
10 Amount to Class Counsel in the amount of \$166,650.00 [50% to Cohelan Khoury & Singer, and
11 50% to Majarian Law Group, APC].

12 e. The Court authorizes payment of litigation expenses from the Gross
13 Settlement Amount to Class Counsel in the amount of \$12,000.00

14 f. The Court finds and determines the PAGA Payment in the amount of
15 \$18,750.00 to be paid to the California Labor and Workforce Development Agency representing
16 the 75% share of the \$25,000.00 for civil penalties is fair, adequate and reasonable, and \$6,250.00
17 representing 25% share of the \$25,000.00 civil penalties to be paid to Aggrieved Employees are
18 fair and reasonable and orders that these amounts be paid.

19 5. Participating Class Members/Aggrieved Employees shall have 180 calendar days
20 after mailing by the Settlement Administrator to cash their Individual Settlement Payment. If any
21 check in not cashed within that period, the Administrator will transmit the funds represented by
22 such checks to the California Controller's Unclaimed Property Fund in the name of the
23 Participating Class Member/Aggrieved Employee.

24 6. Nothing shall preclude any action to enforce obligations under the Agreement,
25 Final Approval Order, or this Judgment, including Defendants' payment obligations to
26 Participating Class Members and Aggrieved Employees.

27 7. The Parties will bear their own costs and attorneys' fees except as provided by this
28 Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

1 8. The Court enters final judgment in accordance with the terms of the Agreement
2 and the Final Approval Order. This Judgment is not a finding any claim in the Actions against
3 Defendants or Released Parties are valid. This Judgment or the underlying Settlement may not be
4 construed as, or used as an admission of, any fault, wrongdoing or liability by Defendants or any
5 Released Party. However, Defendants and any Released Party may file in any proceeding, this
6 Judgment, or any papers filed in the Action, to support defenses of res judicata, collateral estoppel,
7 release, claim or issue preclusion or any similar defense.

8 9. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
9 to the Class Members with the posting of the Final Approval Order and this Judgment on the
10 Administrator's Website case information page.

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

14 11. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction
15 over the parties with respect to enforcement of this Judgment under California Code
16 of Civil Procedure Section 664.6.

17
18 IT IS SO ORDERED, ADJUDGED, AND DECREED.

19
20 Date: _____

Honorable Lawrence P. Riff
Judge of the Superior Court