

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Keir Milan, individually, and on behalf of the Class; Cristin Morneau and Kelly Strange, individually, and jointly as successors-in-interest to Carolyn A. Morneau, and on behalf of the Estate of Carolyn A. Morneau and the Class v. Protective Life Insurance Company and West Coast Life Insurance Company

Case No. 3:22-cv-01861-AHG (S.D. Cal. Oct. 24, 2025) · No. 3:22-cv-01861-AHG · Decided October 24, 2025

SUMMARY

The United States District Court for the Southern District of California granted final approval of a class action settlement concerning alleged violations of California Insurance Code sections 10113.71 and 10113.72 in connection with terminated life insurance policies. The court also approved \$20 million in attorney fees, \$142,576.77 in litigation expenses, \$380,000 in administration expenses, and \$20,000 in class representative service payments.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Southern District of California                                                                                                                                                                                                                                                                                               |
| WRITING FOR THE COURT | Allison H. Goddard                                                                                                                                                                                                                                                                                                                                                 |
| JURISDICTION          | United States District Court for the Southern District of California                                                                                                                                                                                                                                                                                               |
| DECIDED               | October 24, 2025                                                                                                                                                                                                                                                                                                                                                   |
| DOCKET                | 3:22-cv-01861-AHG                                                                                                                                                                                                                                                                                                                                                  |
| DISPOSITION           | dismissed                                                                                                                                                                                                                                                                                                                                                          |
| PROCEDURAL POSTURE    | Plaintiffs moved for final approval of an unopposed class action settlement and for attorney fees, litigation costs, administration expenses, and class representative service payments. The court held a final approval hearing, granted both motions, entered judgment, permanently enjoined claims within the release, and dismissed the action with prejudice. |
| STANDARD OF REVIEW    | The court independently evaluated whether the proposed class settlement was fair, reasonable, and adequate, whether notice satisfied Federal Rule of Civil Procedure 23 and due process, and whether                                                                                                                                                               |

|                           |                                                                                                                    |
|---------------------------|--------------------------------------------------------------------------------------------------------------------|
|                           | requested attorney fees, costs, administrative expenses, and service awards were reasonable.                       |
| <b>PRECEDENTIAL VALUE</b> | unpublished district court order; nonprecedential                                                                  |
| <b>PARTIES</b>            | Keir Milan, Cristin Morneau, Kelly Strange v. Protective Life Insurance Company, West Coast Life Insurance Company |

## TOPICS

class actions life insurance litigation insurance coverage attorney fees injunctions

## PRACTICE AREAS

class action settlements life insurance insurance litigation attorney fees injunctive relief

## QUESTIONS PRESENTED

1. Whether the proposed class could be certified for settlement purposes.
2. Whether the notice provided to the settlement class satisfied Federal Rule of Civil Procedure 23 and due process.
3. Whether the proposed class action settlement was fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2).
4. Whether the requested attorney fees, litigation-cost reimbursement, administration expenses, and class representative service payments were reasonable and should be approved.
5. Whether the court should enter the settlement's release, injunction, retention-of-jurisdiction provisions, and dismissal with prejudice.

## HOLDINGS

1. The settlement class was properly certified for settlement purposes because the court had previously analyzed and conditionally certified the class under Federal Rule of Civil Procedure 23, and the court reaffirmed that analysis.
2. The notice provided to the settlement class satisfied Federal Rule of Civil Procedure 23 and due process.
3. The settlement was fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2), and the court granted final approval.
4. The court approved \$20,000,000 in attorney fees and reimbursement of litigation costs up to \$142,576.77.
5. The court approved service payments of \$10,000 each to Cristin Morneau and Keir Milan.
6. The settlement release was made effective, nonexcluded class members were bound and permanently enjoined from pursuing released claims, the court retained jurisdiction to implement the settlement, and the action was dismissed with prejudice.

## KEY QUOTATIONS

*“a determination that the settlement taken as a whole is fair, reasonable, and adequate.”* (at 2)

*“The court must next determine whether the proposed settlement is “fair, reasonable, and adequate” pursuant to Federal Rule of Civil Procedure 23(e)(2).”* (at 9)

*“This putative class action (including the Amended Complaint), and all claims asserted therein or otherwise presented thereby, are hereby dismissed on the merits and with prejudice”* (at 17)

## FACTUAL BACKGROUND

Plaintiffs alleged that Protective Life and West Coast Life unlawfully terminated life insurance policies without complying with California Insurance Code sections 10113.71 and 10113.72, including requirements concerning grace periods, premium notices, termination notices, and annual designation of additional notice addresses. The settlement created monetary relief, reinstatement relief, and other benefits for the settlement class. Notice was mailed to 158,372 class members, with 99.03 percent receiving notice; no class members objected or opted out.

## PROCEDURAL HISTORY

Cristin Morneau and Kelly Strange filed the action in San Francisco Superior Court, and Protective Life removed it to the Northern District of California. The action was transferred to the Southern District of California. After discovery, cross-motions for partial summary judgment, unsuccessful settlement efforts, and mediation, the parties reached a settlement. The court conditionally certified the settlement class and preliminarily approved the settlement, after which notice was disseminated and no class member objected or requested exclusion. The court then granted final approval and entered judgment.

## DISPOSITION

dismissed

## CASES CITED

- In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935 (9th Cir. 2011)
- Class Plaintiffs v. City of Seattle, 955 F.2d 1268 (9th Cir. 1992)
- Staton v. Boeing Co., 327 F.3d 938 (9th Cir. 2003)
- Amchem Prods. v. Windsor, 521 U.S. 591 (1997)
- Nat’l Rural Telecomm. Co-op. v. Directv, Inc., 221 F.R.D. 523 (C.D. Cal. 2004)
- Laffitte v. Robert Half Int’l Inc., 1 Cal. 5th 480 (2016)
- In re Apple Inc. Device Performance Litig., 50 F.4th 769 (9th Cir. 2022)
- In re Mercury Interactive Sec. Litig., 618 F.3d 988 (9th Cir. 2010)
- Powers v. Eichen, 229 F.3d 1249 (9th Cir. 2000)
- In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig., 109 F.3d 602 (9th Cir. 1997)
- In re Pac. Enters. Sec. Litig., 47 F.3d 373 (9th Cir. 1995)
- In re Omnivision Techs., Inc., 559 F. Supp. 2d 1036 (N.D. Cal. 2008)

- *Laguna v. Coverall N. Am., Inc.*, 753 F.3d 918 (9th Cir. 2014)
- *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934 (9th Cir. 2015)
- *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948 (9th Cir. 2009)
- *In re ImmunityBio, Inc. Sec. Litig.*, 2025 WL 1686263 (S.D. Cal. June 16, 2025)
- *Dexter's LLC v. Gruma Corp.*, No. 23-cv-212-MMA-AHG, 2023 WL 8790268 (S.D. Cal. Dec. 19, 2023)
- *Tanner v. Plavan Commercial Fueling, Inc.*, No. 24-cv-1341-BTM-JLB, 2025 WL 2231304 (S.D. Cal. Aug. 4, 2025)
- *Ludlow v. Flowers Foods, Inc.*, No. 18-cv-01190-JO-JLB, 2024 WL 1162049 (S.D. Cal. Mar. 18, 2024)
- *Lazarin v. Pro Unlimited, Inc.*, No. C11-03609-HRL, 2013 WL 3541217 (N.D. Cal. July 11, 2013)
- *Bentley v. United of Omaha Life Ins. Co.*, No. 2:15-cv-7870-DMG-AJW, ECF No. 227-1 at 7 (C.D. Cal. Feb. 15, 2022)
- *In re Stable Rd. Acquisition Corp. Sec. Litig.*, No. 21-cv-5744-JFW-SHKx, 2024 WL 3643393 (C.D. Cal. Apr. 23, 2024)
- *Johnson v. U.S. Bank Nat'l Ass'n.*, No. 19-CV-286 JLS-LL, 2020 WL 13652583 (S.D. Cal. Aug. 20, 2020)

## OPINION

Morneau

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 SOUTHERN DISTRICT OF CALIFORNIA

10 11 KEIR MILAN, individually, and on Case No.: 3:22-cv-01861-AHG behalf of the Class; 12  
ORDER AND JUDGMENT: CRISTIN MORNEAU and

13 KELLY STRANGE,

(1) GRANTING PLAINTIFFS'

individually, and jointly as successors-in-

14 MOTION FOR AWARD OF

interest to Carolyn A. Morneau, and on

ATTORNEY FEES,

15 behalf of the Estate of

REIMBURSEMENT OF COSTS,

Carolyn A. Morneau and the Class,

16 ADMINISTRATION EXPENSES

Plaintiffs, PAYMENT, AND CLASS 17

REPRESENTATIVE SERVICE

v. 18 PAYMENTS; and

PROTECTIVE LIFE INSURANCE

19

COMPANY and WEST COAST LIFE (2) GRANTING MOTION FOR  
20 INSURANCE COMPANY, FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT

21 Defendants. 22 [ECF Nos. 74, 83]

23 24 25 26 Before the Court are Plaintiffs Keir Milan, Cristin Morneau, and Kelly Strange's 27  
(collectively, "Plaintiffs") Unopposed Motion for Final Approval of Class Action 28 Settlement  
and Motion for Attorney Fees, Costs, Administration Expenses Payment, and 1 Class  
Representative Service Payments. ECF Nos. 74, 83. A hearing on these motions was 2 held on  
October 24, 2025. ECF No. 84. 3 Based on the reasons set forth below, the Court GRANTS  
Plaintiffs' Motion for 4 Final Approval of Class Action Settlement and GRANTS Plaintiffs'  
Motion for Attorney 5 Fees and Costs, Administration Expenses Payment, and Class  
Representative Service 6 Payments.

7 I. BACKGROUND

8 On July 5, 2022, Plaintiffs Cristin Morneau and Kelly Strange filed this action in 9 San  
Francisco Superior Court as individuals. ECF No. 1 at 12. Defendant Protective Life 10 Insurance  
Company removed this action to the U.S. District Court for the Northern District 11 of California  
on September 1, 2022. Id. at 1. Following removal, Defendant moved to 12 transfer the action to  
this Court on October 18, 2022. ECF No. 9. The Honorable Richard 13 Seeborg granted the  
motion to transfer on November 23, 2022. ECF No. 14. Following 14 transfer, this action was  
assigned to the Honorable Thomas J. Whelan and the undersigned. 15 ECF No. 16. 16 The  
undersigned held an Early Neutral Evaluation Conference on February 8, 2023, 17 but the case did  
not settle. ECF No. 23. The parties proceeded to litigate the case, 18 conducting discovery and  
filing cross-motions for partial summary judgment on

19 June 27, 2024. ECF Nos. 44, 45. The undersigned held a Mandatory Settlement Conference  
20 on August 28, 2024, but the case did not settle. ECF No 52. 21 The parties continued to engage  
in settlement discussions through private mediators. 22 They attended a mediation session before  
the Honorable Herbert B. Hoffman, a retired 23 judge and well-respected mediator in the San  
Diego legal community, in July 2023. ECF

24 No. 70-1 at 15. They retained Hunter Hughes, Esq., also a well-respected mediator,  
25 particularly in the area of class actions, for a second mediation in September 2024. Id. 26 27 1  
Although Defendants did not file a formal notice of non-opposition, they confirmed at the 28  
hearing on this matter that they do not oppose any of the relief requested by Plaintiffs. ECF 1  
Although they did not reach a settlement at that mediation session, the parties ultimately 2 reached  
agreement by accepting a mediator's proposal issued by Mr. Hughes. Id. at 16. 3 The parties  
notified the Court that they had reached a settlement agreement in

4 October 2024. ECF No. 54. Following their settlement, the parties consented to the  
5 jurisdiction of the undersigned for the purposes of effectuating the settlement terms, 6 including  
the filing of an amended complaint to merge this action with a related action 7 pending in the U.S.

District Court for the Eastern District of California, *Allen v. Protective 8 Life Insurance Co., et al.*, No. 1:20-cv-530-JLT-CDB (E.D. Cal.). ECF Nos. 60, 63, 64. 9 Pursuant to the terms of the settlement and with leave of Court, Plaintiff filed the operative 10 First Amended Complaint on November 26, 2024. ECF Nos. 63, 64. The amended 11 complaint added Plaintiff Keir Milan to the case as a class representative, added West Coast 12 Life Insurance Company as a Defendant, and added certain class allegations and causes of 13 action. See ECF No. 62. 14 In the operative First Amended Complaint, Plaintiffs allege that Defendants 15 Protective Life Insurance Company and West Coast Life Insurance Company (collectively, 16 “Defendants”) failed to comply with California Insurance Code Sections 10113.71 and 17 10113.72 (“The Statutes”). See ECF No. 64 at ¶¶ 1–15, 26–88. The Statutes, which went 18 into effect on January 1, 2013, generally require life insurance companies to provide: a 19 60-day grace period before terminating a policy; notice of missed premium and of pending 20 termination before terminating a policy; and an annual opportunity for insureds to 21 designate additional addresses for receiving policy notices. Cal. Ins. Code §§ 10113.71, 22 10113.72. Plaintiffs Morneau and Strange alleged that Defendants unlawfully terminated 23 their mother’s life insurance policy in 2017 because she failed to make a premium payment, 24 even though Defendants never provided their mother with the notices required under The 25 Statutes. *Id.* at ¶ 64. Plaintiffs asserted that because Defendants did not comply with The 26 Statutes, the policy termination was ineffective. *Id.* at ¶¶ 65–66. Thus, when their mother 27 died in January 2022, Plaintiffs claimed their rights as beneficiaries to the proceeds of the 28 policy. *Id.* at ¶¶ 68–69. Plaintiff Milan similarly alleged that Defendants unlawfully 1 terminated his life insurance policy in August 2022 when he purportedly missed a premium 2 payment, without complying with various provisions of The Statutes, including the 3 requirement to annually notify him of a right to designate, the requirement to provide a 4 60-day grace period for nonpayment of premium, and the notice requirements. *Id.* ¶¶ at 5 78–85. Plaintiff Milan alleges that Defendants’ violations of The Statutes constitute a 6 breach of their ongoing duty of good faith and fair dealing and a material breach and 7 repudiation of Plaintiff Milan’s life insurance policy, thereby excusing any further 8 performance by Plaintiff Milan of tendering premiums. *Id.* at ¶¶ 86–87. Defendants deny 9 any liability to Plaintiffs. 10 On December 17, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class 11 Action Settlement, (ECF No. 70), which the Court granted on April 22, 2024. ECF No. 73. 12 The preliminary approval order confirmed the process for notice to the Class. *Id.* at 26 13 (citing exhibits A and B to the settlement agreement, ECF No. 70-3 at 42–60). Notice was 14 completed as ordered. On October 10, 2025, Plaintiffs filed an unopposed Motion for Final 15 Approval of Class Action Settlement. ECF No. 83. The final approval hearing took place 16 on October 24, 2025. ECF No. 84. No Class Members objected to the settlement, and no 17 Class Members requested exclusion. ECF No. 83-1 at 9; ECF No. 82 at 5–6. The Court 18 summarized the terms of the parties’ Settlement and Release Agreement (“Settlement 19 Agreement”) in detail in its Order granting Preliminary Approval, and incorporates that 20 summary herein. See ECF No. 73 at 4–6.

## 21 II. LEGAL STANDARD

22 A class action may not be settled without court approval, “which may be granted 23 only after a fairness hearing and a determination that the settlement taken as a whole is fair, 24 reasonable, and adequate.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 25 (9th Cir. 2011) (citing FED. R. CIV. P. 23(e)(2)). The Ninth Circuit Court of Appeals has 26 a “strong judicial policy” in support of class action settlements. *Class Plaintiffs v. City of 27 Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). When presented with a motion to finally 28 approve a class action settlement, however, “judges have the responsibility of 1 ensuring fairness to all members of the class . . . .” *Staton v. Boeing Co.*, 327 F.3d 938, 952 2 (9th Cir. 2003).

## 3 III. MOTION FOR FINAL SETTLEMENT APPROVAL

4 A. Class Certification 5 Before granting final approval of a class action settlement agreement, the Court must 6 first determine whether the proposed class can be certified. *Amchem Prods. v. Windsor*, 7 521 U.S. 591, 620 (1997) (indicating that a district court must apply “undiluted, even 8 heightened, attention [to class certification] in the settlement context” in order to protect 9 absentee class members). In the present case, the Court previously granted Plaintiffs’ 10 motion for conditional class certification. ECF No. 73 at 8–18, 24. Accordingly, the Court 11 reaffirms and incorporates by reference its prior analysis under Rule 23 of the Federal 12 Rules of Civil Procedure as set forth in its Order Granting Plaintiffs’ motion to 13 conditionally certify the settlement class. *Id.* Accordingly, the Settlement Class is 14 CERTIFIED for settlement purposes only. 15 B. Adequacy of Notice 16 Next, the Court must determine whether the Class received adequate notice. Rule 17 23(c)(2)(A) requires that a Rule 23(b)(2) settlement class receive “appropriate notice.” 18 FED. R. CIV. P. 23(c)(2)(A). Rules 23(c)(2)(B) and (e)(1) generally require that a Rule 19 23(b)(3) settlement class receive notice in a reasonable manner, and that the notice be “the 20 best notice that is practicable under the circumstances, including individual notice to all 21 members who can be identified through reasonable effort.” FED. R. CIV. P. 23(c)(2)(B); see 22 also *Amchem*, 521 U.S. at 617. 23 In its Preliminary Approval Order, the Court preliminarily approved the manner of 24 notice of this class action and proposed settlement. ECF No. 73 at 22–24. On

25 October 7, 2025, Plaintiffs filed the Declaration of Steven Weisbrot, president and CEO of 26 Angeion Group, LLC, (“Angeion”), the Settlement Administrator retained by the parties 27 in this action. ECF No. 82. The declaration details the actions taken by the Administrator, 28 including mailing the class notice to Class Members; implementing a settlement 1 administration website and toll-free hotline that provides Class Members with information 2 about the proposed settlement; and advertising via internet, social media, paid Google 3 searches, and national and regional publications. *Id.* at 2–4. The Settlement Administrator 4 declares that Angeion mailed a class notice to the 158,372 Class Members. *Id.* at 3. As of 5 the close of the notice period, 156,833 Class Members (99.03%) received the class notice.

6 *Id.* at 3 (“11,502 of the 13,041 Class Notices returned as undeliverable by the USPS were

7 re-mailed to updated addresses”). The Administrator reports that, as of October 6, 2025, 8 the Settlement website had been visited 27,105 times by 22,682 unique users, totaling 9 38,339 pageviews, since it was established on July 21, 2025. Id. at 4. Additionally, as of 10 September 6, 2024, the toll-free number, which opened on July 21, 2025, had received 11 1,132 calls totaling 6,122 minutes. Id. at 5. The media notice campaign delivered over 7.2 12 million impressions. Id. at 4. 13 The mailed Notice and the newspaper publications advised the classes of the terms 14 of the Settlement and of their rights including: (1) how to participate and how to receive 15 payment or reinstatement; (2) how to object to the Settlement and to appear at the Final 16 Approval Hearing; (3) how to request exclusion from the Settlement; (4) the manner and 17 timing for doing any of these acts; and (5) the date and time set for the Final Approval 18 Hearing. ECF No. 82 at 12–13, 32–51. The Notice also displayed the Settlement website, 19 www.lifeinsurancelapsesettlement.com, and the toll-free number, 1-844-901-4092. Id. The 20 social media advertisements and paid Google searches invited users to click on the link to 21 the Settlement website, which included the information from the mailed Notice, as well as 22 a more detailed class notice, the Settlement Agreement, and many other documents. Id. at 23 4, 22–25. 24 Eighty-seven claim forms for damages relief and 238 claim forms for reinstatement 25 relief were submitted. ECF No. 82 at 5. As of the date of this order, no Class Members 26 objected to the settlement, and no Class Members requested exclusion. ECF No. 83-1 at 9. 27 Furthermore, as required by the Class Action Fairness Act (“CAFA”), Angeion sent 28 notice of the proposed settlement to the Attorneys General for all U.S. states and territories, 1 as well as the Attorney General of the United States. ECF No. 82 at 2, 9–10. Angeion 2 issued the required notice on December 27, 2024. Id. Accordingly, the Court determines 3 that the appropriate CAFA notice has been given. See 28 U.S.C § 1715(b) (requiring 4 settling defendants give notice of a proposed class settlement to appropriate state and 5 federal officials). 6 Accordingly, the Court determines that the Notice satisfied both the requirements of

7 Rule 23 and due process, giving the settlement Class Members adequate notice of the 8 Settlement. 9 C. Fairness of the Settlement

10 The Court must next determine whether the proposed settlement is “fair, reasonable, 11 and adequate” pursuant to Federal Rule of Civil Procedure 23(e)(2). In its Preliminary 12 Approval Order, the Court found that the applicable Rule 23(e)(2) factors weighed in favor 13 of approving the Settlement. See ECF No. 73 at 18–20. These factors include the adequacy 14 of class representatives and class counsel, the non-collusive nature of the settlement 15 negotiations, the degree of recovery on behalf of the Class Members, the risks attendant in 16 continued litigation, the experience of class counsel, and the effectiveness of the proposed 17 method of distributing relief to the class. 18 Further, it is established that the “absence of a large number of objections to a 19 proposed class action settlement raises a strong presumption that the terms of a proposed 20 class settlement are favorable to the class members.” Nat’l Rural Telecomm. Co-op. v. 21 Directv, Inc., 221 F.R.D. 523, 529 (C.D. Cal. 2004). Here, after receiving notice of the 22 Settlement, no

Class Members objected and no Class Members requested exclusion, (ECF No. 83-1 at 9), which weigh in favor of settlement.

Finally, no pertinent facts have changed since the Court reached its earlier conclusion in its Preliminary Approval Order. ECF No. 73. The Court at this juncture has found that the settlement negotiations were not collusive and that the parties approached their negotiations seriously and with the interests of the absent putative Class Members in mind. Thus, the Court reaffirms and incorporates by reference its analysis of the Rule 23(e) requirements as set forth in its Preliminary Approval Order. *Id.* Accordingly, the Court finds the settlement to be “fair, reasonable, and adequate” pursuant to Federal Rule of Civil Procedure 23(e).

#### V. ATTORNEY FEES AND COSTS

A. Attorney Fees “In a certified class action, the court may award reasonable attorney fees and nontaxable costs that are authorized by law or by the parties’ agreement.” FED. R. CIV. P. 823(h). However, “courts have an independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have already agreed to an amount.” *In re Bluetooth*, 654 F.3d at 941. “Where a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery method.” *Id.* at 942; see *Laffitte v. Robert Half Int’l Inc.*, 1 Cal 5th 1348, 504 (2016) (“The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts.”). “Whichever method is chosen, courts often employ the other method as a crosscheck that the award is reasonable.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 784 (9th Cir. 2022). Irrespective of which methodology a court uses, the court cannot apply it mechanically or formulaically, but must ensure that the fee award is reasonable. *In re Mercury Interactive Sec. Litig.*, 618 F.3d 988, 992 (9th Cir. 2010); *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000); *In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig.*, 109 F.3d 602, 607 (9th Cir. 1997). Under the percentage-of-recovery method, the benchmark for a reasonable fee award in the Ninth Circuit is 25% of the common fund. *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995). The court, however, must consider all the circumstances of the case to determine an appropriate rate, including the results achieved, the risk counsel took in pursuing the case, incidental or non-monetary benefits of the litigation, and the time and money counsel expended on the case. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048–50 (9th Cir. 2002). “The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008). Here, Class Counsel requests an award of attorney fees in the amount of \$20,000,000.00, which is 25% of the monetary relief portion of the settlement. ECF No. 74-1. When considering the entire settlement, which includes significant injunctive relief

and a ten percent discount on back premiums owed, the requested attorney fee award seeks 8 less than the traditional benchmark. See ECF No. 74-1 at 17; see, e.g., *Laguna v. Coverall 9 N. Am., Inc.*, 753 F.3d 918, 923 (9th Cir. 2014) (finding that the “district court acted within 10 its proper discretion when it found that the settlement contains significant benefits for 11 Plaintiffs beyond the cash recovery, and thus that the award, at about a third of the lodestar 12 amount, was reasonable”). 13 “Calculation of the lodestar, which measures the lawyers’ investment of time in the 14 litigation, provides a check on the reasonableness of the percentage award.” *Vizcaino*, 290 15 F.3d at 1050; *Dexter’s LLC v. Gruma Corp.*, No. 23-cv-212-MMA-AHG, 2023 WL 16 8790268, at \*9 (S.D. Cal. Dec. 19, 2023) (“the Ninth Circuit has encouraged district courts 17 to cross-check any calculations done in one method against those of another method”). 18 Class Counsel have a lodestar of \$8,384,248.80, 19 which represents a multiplier of 2.39 20 when compared to their request for attorney fees. ECF No. 74-1 at 27; ECF No. 74-2 at 20 12–13. Lodestar multipliers can range from 1 to 4. See, e.g., *Vizcaino*, 290 F.3d at 1051 n.6 21 22 23 2 “Defendants must offer to reinstate over \$43 billion in terminated coverage, as measured by policy face value, to over 100,000 Class Policies where the named insured is still alive 24 [], without requiring proof of insurability.” ECF No. 74-1 at 18. “To date, 238 Class 25 Members from the Alive Population have submitted reinstatement requests which, if reinstated, would amount to restoration of \$20,414,570.14 in policy value.” ECF No. 83-2 26 at 2. 27 3 See ECF No. 74-2 at 17 (4,943 hours for \$3,116,785.00 for Nicholas & Tomasevic LLP); 28 ECF No. 74-3 at 17 (8,821.3 hours for \$5,267,463.80 for Winters & Associates and 1 (affirming lodestar multiplier of 3.65 in light of complexity and risk of case and, upon 2 review of numerous common fund cases, noting that 83% of the multipliers were in the 3 one to four range); *Tanner v. Plavan Commercial Fueling, Inc.*, No. 24-cv-1341-BTM- 4 JLB, 2025 WL 2231304, at \*6–\*7 (S.D. Cal. Aug. 4, 2025) (finding loadstar multiplier of 5 2.29 to be reasonable); *Ludlow v. Flowers Foods, Inc.*, No. 18-cv-01190-JO-JLB, 2024 6 WL 1162049, at \*8 (S.D. Cal. Mar. 18, 2024) (finding loadstar multiplier of 2.86 to be 7 reasonable, noting that “[t]he Ninth Circuit has recognized that multipliers typically can 8 range up to 4”); *Lazarin v. Pro Unlimited, Inc.*, No. C11-03609-HRL, 2013 WL 3541217, 9 at \*8 (N.D. Cal. July 11, 2013) (finding lodestar multiplier of 3.36 was reasonable and did 10 not warrant a downward departure from 25% benchmark). Here, Class Counsel also 11 provided declarations and an itemization of hours alongside the areas of efforts they 12 managed, including researching and drafting, filing and opposing discovery and dispositive 13 motions, reviewing extensive data, driving difficult settlement negotiations, thoroughly 14 investigating the underlying facts of the action, and negotiating the terms and agreements 15 supporting the underlying settlement. ECF No. 74-2 at 12–13; ECF No. 74-3 at 17. 16 Other factors also weigh in favor of granting Class Counsel’s requested fee award. 17 The Settlement confers substantial benefits upon the settlement class, particularly as 18 compared to settlements in similar actions. See, e.g., *Bentley v. United of Omaha Life Ins. 19 Co.*, No. 2:15-cv-7870-DMG-AJW, ECF No. 227-1 at 7 (C.D. Cal. Feb. 15, 2022) 20 (\$3,000,000 common fund for cash payment to 33 class

members who were beneficiaries 21 to lapsed life insurance policies). Recovery to each Class Member in the present action 22 greatly exceeds this rate. See ECF No. 82 at 5 (\$80,000,000 common fund for cash 23 payment, and 87 claim forms for damages relief submitted). Further, Class Counsel took 24 this case on a contingency fee basis and assumed the risk of non-payment, which weighs 25 in favor of the award. The experience of Class Counsel in litigating class actions of this 26 type—as discussed in this Court’s Preliminary Approval Order—also supports Class 27 Counsel’s request. ECF No. 73 at 20–21. 28 / / 1 As such, the Court approves a 25% Class Counsel fee award in the amount of 2 \$20,000,000.00. 3 B. Litigation Expenses 4 Class Counsel is entitled to reimbursement of the out-of-pocket costs they 5 reasonably incurred investigating and prosecuting this case. See *Staton*, 327 F.3d at 974. 6 As of August 11, 2025, Class Counsel incurred \$142,576.77 in litigation expenses. ECF

7 No. 74-1 at 29; see ECF No. 84 (Class Counsel confirmed at the October 24, 2025, final 8 approval hearing that the figure had not changed). No Class Member has objected to the 9 request for reimbursement of litigation expenses. The Court finds that Class Counsel’s out- 10 of-pocket costs were reasonably incurred in connection with the prosecution of this 11 litigation, were advanced by Class Counsel for the benefit of the Class and shall be 12 reimbursed in full in the amount requested. The Court approves the request for litigation 13 costs and expenses in the amount of \$142,576.77. 14 C. Administrative Costs 15 The Court preliminary approved the estimated Administrator costs to Angeion, the 16 appointed Settlement Administrator. ECF No. 73 at 30. In this settlement, Angeion worked 17 with voluminous and complicated data, prepared the Notices for mailing, mailed over 18 150,000 Notices, conducted necessary follow-up regarding returned Notices, disseminated 19 online and print publications of the Settlement, maintained a toll-free hotline, and created 20 the settlement website. ECF No. 82; ECF No. 83-1 at 20. Courts regularly award 21 administrative costs associated with providing notice to the class. See, e.g., *In re 22 ImmunityBio, Inc. Sec. Litig.*, No. 23-cv-1216-GPC-VET, 2025 WL 1686263, at \*16 (S.D. 23 Cal. June 16, 2025) (awarding \$350,000 for administrator expenses). Plaintiffs request the 24 Court award an Administration Expenses Payment in the amount of \$380,000.00 to the 25 Settlement Administrator for its services. See ECF No. 82 at 6 (\$282,503.75 for notice and 26 administration services through September 30, 2025; estimated \$97,496.25 to provide 27 administration services through the conclusion of the Settlement; with an overall estimated 28 total cost of \$380,000.00). The Court concludes Angeion’s costs were reasonably incurred 1 for the benefit of the Class. The Court approves Class Counsel’s request for administrative 2 costs in the amount of \$380,000.00. 3 D. Special Master Expenses 4 The Court appointed neutral Thomas Sharkey, Esq., of Judicate West, as 5 contemplated by the Settlement, to adjudicate any disputes regarding entitlement to relief 6 pursuant to the Settlement Agreement. ECF No. 73 at 30; see ECF No. 81 (Mr. Sharkey 7 represented that he “will accept the appointment of Special Master in this matter”). 8 Consistent with the Settlement Agreement, the Settlement Administrator is authorized to 9 create a reasonable reserve from the Settlement Fund for payment of fees incurred by the 10

Special Master. The Settlement Administrator will be required to provide a final accounting 11 to the Court following completion of disbursement of the Settlement Fund that details the 12 fees paid to the Special Master. 13 E. Service Awards to Class Plaintiffs 14 Finally, Plaintiffs seek to provide \$10,000 Class Representative Service Awards to 15 Ms. Morneau and Mr. Milan.<sup>4</sup> ECF No. 74-1 at 29-30. “[I]ncentive awards that are intended 16 to compensate class representatives for work undertaken on behalf of a class are fairly 17 typical in class action cases” and “do not, by themselves, create an impermissible conflict 18 between class members and their representatives.” In re Online DVD-Rental Antitrust 19 Litig., 779 F.3d 934, 943 (9th Cir. 2015) (internal citation and quotations omitted). Named 20 plaintiffs in class action litigation are eligible for reasonable incentive payments. Staton, 21 327 F.3d at 977. The purpose of such awards is “to compensate class representatives for 22 work done on behalf of the class, to make up for financial or reputational risk undertaken 23 in bringing the action, and, sometimes, to recognize their willingness to act as a private 24 attorney general.” Rodriguez v. W. Publ’g Corp., 563 F.3d 948, 958–59 (9th Cir. 2009). 25 26 27 4 Mr. Strange is not seeking representative service award. ECF No. 74-1 at 15 n.5 (“Plaintiff 28 Strange was an important part too, but he is not seeking his own separate service award, 1 These awards are “fairly typical in class action cases,” but are ultimately “discretionary.”

2 Id. at 958.

3 Ms. Morneau and Mr. Milan each searched for and produced information and 4 documents, were deposed, assisted settlement efforts, and were actively engaged with 5 counsel throughout this case. ECF Nos. 74-4, 74-5. Given Plaintiffs’ level of involvement 6 in the case, the undertaking of the risk in bringing this action, and the fact that the amount 7 of the request is consistent with those typically awarded as service payments, the court 8 determines Plaintiffs’ request is reasonable. See, e.g., In re ImmunityBio, Inc., 2025 WL 9 1686263, at \*15–\*16 (approving \$10,000 service award); In re Stable Rd. Acquisition 10 Corp. Sec. Litig., No. 21-cv-5744-JFW-SHKx, 2024 WL 3643393, at \*16 (C.D. Cal. Apr. 11 23, 2024) (granting \$10,000 service award to lead plaintiff); Johnson v. U.S. Bank Nat’l 12 Ass’n., No. 19-CV-286 JLS-LL, 2020 WL 13652583, \*3 (S.D. Cal. Aug. 20, 2020) 13 (awarding \$15,000 to \$25,000 to class representatives). That the total value of the approved 14 class representative service payments is 0.025 percent of the total amount of the Settlement 15 further supports the requested award. Finally, there are no circumstances indicating the 16 award would create a conflict between Plaintiffs and Class Members. 17 Thus, the service awards for the Class Representatives are reasonable. Accordingly, 18 this Court awards \$20,000 in Class Representative Service Payments to be divided as 19 follows: (1) \$10,000 to Cristin Morneau, and (2) \$10,000 to Keir Milan.

## 20 VI. CONCLUSION AND ORDER

21 Based on the foregoing and the entire record, the Court GRANTS Plaintiffs and 22 Class Counsel’s unopposed motion for final approval of the Settlement. ECF No. 83. The 23 Court ORDERS as follows: 24 1. The Court GRANTS final approval of the proposed Settlement

Agreement 25 (ECF No. 83). All terms and provisions of the Settlement, including the 26 release of claims contained therein, should be and hereby are ordered to be 27 consummated, and the Parties shall effectuate the Settlement according to 28 its terms; 1 2. This order applies to all claims or causes of action settled under the 2 Settlement Agreement and binds all Class Members who did not 3 affirmatively opt out of the Settlement Agreement; 4 3. The Settlement, and this Final Approval Order, shall be forever binding on 5 the Plaintiffs and all other Class Members, as well as their heirs, executors 6 and administrators, successors and assigns, and shall have res judicata and 7 other preclusive effect in all pending and future claims, lawsuits, 8 arbitrations or other proceedings maintained by or on behalf of any such 9 persons, to the fullest extent allowed by law. 10 4. The Release, which is described in Sections 12 and 13 of the Settlement 11 Agreement, is expressly incorporated herein in all respects, and is effective 12 as of the date of this Final Approval Order, and forever discharges the 13 Releasees from any and all Released Claims within the scope of the 14 Release, which includes all known and unknown or unsuspected claims, 15 complaints, causes of action, demands, damages, obligations, losses, costs, 16 and liability as related to Class Policies (i) alleged in the operative 17 Complaint, or (ii) which could have been alleged in the operative 18 Complaint based on the same alleged facts, transactions, or occurrences; 19 whether asserted individually or on behalf of the Class; whether known or 20 unknown, whether suspected or unsuspected, whether direct or derivative; 21 whether arising at law, in equity, or pursuant to any statute, ordinance, or 22 regulation. Separately, the Class Representatives have also waived all 23 rights and benefits conferred by California Civil Code Section 1542. 24 5. Since no Class Member has been excluded from the Class, all Class 25 Members are hereby permanently barred and enjoined from (1) filing, 26 commencing, prosecuting, maintaining, intervening in, participating in as 27 class members or otherwise, or receiving any benefits from, any lawsuit 28 (including putative class action lawsuits), arbitration, administrative or 1 regulatory proceeding or order in any jurisdiction, based on or relating to 2 the Released Claims or the claims or causes of action, or the facts and 3 circumstances relating thereto, alleged in the Amended Complaint; and (2) 4 organizing any Class Members into a separate class for purposes of 5 pursuing as a putative class action any lawsuit, arbitration, or other legal 6 proceeding or action (including by seeking to amend a pending complaint 7 to include class allegations, or seeking class certification in a pending 8 action) based on or relating to the Released Claims or the claims or causes 9 of action, or the facts and circumstances relating thereto, alleged in the 10 Amended Complaint or any other complaint encompassed in the Action. 11 The Court finds that issuance of this permanent injunction is necessary and 12 appropriate in aid of the Court's jurisdiction over the Action and to protect 13 and effectuate this Final Approval Order 14 6. The Court GRANTS Plaintiffs' motion for attorney fees and costs, 15 administration expenses, and class representative payments (ECF No. 74). 16 7. The Court GRANTS Class Counsel attorney fees in the amount of 17 \$20,000,000.00 plus Class Counsel's actual litigation costs in the amount 18 not to exceed \$142,576.77; 19 8. The Court GRANTS class representative

awards to Plaintiffs for their 20 services as follows: (1) \$10,000 to Cristin Morneau, and (2) \$10,000 to 21 Keir Milan; 22 9. The Court APPROVES settlement administrator costs of up to \$380,000, 23 and authorizes the settlement administrator to create a reasonable reserve 24 from the Settlement Fund to pay the fees of the Special Master. The 25 settlement administrator must prepare a final accounting identifying all 26 distributions made from the Settlement Fund, which Class Counsel must 27 file with the Court within 45 days following completion of distribution of 28 the Settlement Fund; 1 10. Without effecting the finality of this Final Approval Order, the Court 2 RETAINS JURISDICTION over: (a) implementation and enforcement 3 of the Agreement pursuant to further order of the Court until the final 4 judgment contemplated hereby has become effective and each and every 5 act agreed to be performed by the Parties shall have been performed 6 pursuant to the Agreement; (b) any other action necessary to conclude this 7 Settlement and to implement the terms of the Agreement; and (c) the 8 construction and interpretation of this agreement. 9 11. Neither this Final Approval Order, nor the Settlement Agreement, nor any 10 other document referred to herein or therein, nor any action taken to carry 11 out this Final Approval Order is, may be construed as, or may be used as 12 an admission or concession by or against Defendants of the validity of any 13 claim or any actual or potential fault, wrongdoing or liability whatsoever. 14 Entering into or carrying out the Settlement Agreement, and any 15 negotiations or proceedings relating to it, shall not in any event be 16 construed as, or deemed evidence of, an admission or concession as to 17 Defendants' denials or defenses, and shall not be offered or received in 18 evidence in any action or proceeding against any party hereto in any court, 19 administrative agency or other tribunal for any purpose whatsoever, except 20 as evidence of the Settlement or to enforce the provisions of this Final 21 Approval Order and the Settlement Agreement; provided however, this 22 Final Approval Order and the Settlement Agreement may be filed in any 23 action against or by Defendants or Releasees (as defined in the Settlement 24 Agreement) to support a defense of res judicata, collateral estoppel, 25 release, waiver, good-faith settlement, judgment bar or reduction, full faith 26 and credit, or any other theory of claim preclusion, issue preclusion or 27 similar defense or counterclaim to the extent allowed by law. 28 / / 1 12. This Final Approval Order shall constitute a judgment for purposes of 2 Rule 58 of the Federal Rules of Civil Procedure. This putative class action 3 (including the Amended Complaint), and all claims asserted therein or 4 otherwise presented thereby, are hereby dismissed on the merits and with 5 prejudice, without fees or costs to any party except as otherwise provided 6 in the Settlement Agreement or this Final Approval Order. The Clerk of 7 Court should close this case. 8 IT IS SO ORDERED. 9 Dated: October 24, 2025  
\_ArwiornH. Kuler Honorable Allison H. Goddard 11 United States Magistrate Judge 12 13 14 15  
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