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.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential
PARTIES	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)