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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

**NOTICE OF MOTION AND 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 PLEASE TAKE NOTICE that on August 9, 2023 at 10:00 a.m., or as soon as the matter
2 may be heard before the Hon. Lawrence P. Riff in Department 7 of the above-entitled Court, in
3 the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012,
4 pursuant to California Rules of Court 3.769, Plaintiff Anthony L. Morris, on behalf of himself
5 and all other similarly-situated and aggrieved employees, will and does move this Court for an
6 Order:

7 1. Preliminarily approving the Class and Representative Action Settlement as fair,
8 adequate, and reasonable based upon the terms set forth in the Class Action and PAGA Settlement
9 (“Settlement Agreement”), including payment by Defendants The Lincoln National Life
10 Insurance Company and Lincoln National Corporation (“Defendants”) of the non-reversionary
11 \$500,000 Gross Settlement Amount for the benefit of 231 Class Members;

12 2. Conditionally certifying the above-captioned case as a class action for settlement
13 purposes only;

14 3. Preliminarily approving payment of reasonable attorneys’ fees of \$166,650 and
15 litigation costs of up to \$12,000 from the Gross Settlement Amount;

16 4. Preliminarily approving the Class Representative Service Payment award of
17 \$7,500 to the Plaintiff, as compensation for the burdens, responsibilities, time, effort, and risks
18 involved in coming forward on behalf of the Class;

19 5. Preliminarily approving the PAGA Payment of \$25,000 of which \$18,750 (75%)
20 will be paid to the California Labor Workforce and Development Agency for all applicable civil
21 penalties pursuant to California Labor Code sections 2698, *et seq.*, and \$6,250 (25%) will be
22 distributed to PAGA Members on a proportionate basis.

23 6. Preliminarily approving CPT Group, Inc. as the Settlement Administrator, and
24 further approving distribution of an amount up to \$9,000 from the Gross Settlement Amount to
25 cover its expenses in noticing and administering this Settlement;

26 7. Approving the proposed Notice of Class Action Settlement (“Class Notice”), and
27 directing distribution of it to the Class. The Class Notice advises the Class of the pendency of
28 Class Action, the proposed Settlement, the timing, manner and procedure for requests for

1 exclusion and objections to the Settlement, of the automatic payment of their share of the
2 settlement funds without a claim form and the releases to be given in exchange for such payment,
3 and of the final approval hearing date, time and place; and

4 8. Setting a hearing date to consider the final approval of the Settlement, including
5 Class Counsel's application for attorneys' fees, litigation costs, the Class Representative Service
6 Payment, and the Administrator's expenses.

7 Pursuant to Rule of Court 3.769(c), this motion is brought because the Parties have reached
8 a tentative Settlement they believe to be fair, reasonable and adequate and in the best interests of
9 the Class and the Parties. This motion is based on this Notice of Motion, the Memorandum of
10 Points and Authorities in Support, Declarations of Class Counsel Marta Manus and Sahag
11 Majarian, II, and Declaration of Class Representative Anthony L. Morris, Declaration of Julie
12 Green on behalf of CPT Group, the Settlement Agreement and its exhibits, and the [Proposed]
13 Order Granting Preliminary Approval of Class Action Settlement filed and served herewith, the
14 Court's files in this matter, and any and all other documents or evidence which the Court may
15 consider at the hearing of this Motion.

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17 COHELAN KHOURY & SINGER
18 MAJARIAN LAW GROUP, APC

19 Dated: May 31, 2023

20 By: 

Isam C. Khoury

Michael D. Singer

Marta Manus

Rosemary C. Khoury

21 Attorneys for Plaintiff Anthony Morris, on behalf
22 of himself and all others similarly situated
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