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FILED
Superior Court of California
County of Los Angeles
06/30/2025
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

5 *Attorneys for Plaintiff, Aggrieved Employees, and Putative Class*

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 ELLIOTT MORALES, and individual, on
10 behalf of himself and all others similarly
11 situated;

12 Plaintiff,

13 vs.

14 LOCKWOOD INDUSTRIES LLC
15 DBA FRALOCK, a California Limited
16 Liability Company, FRALOCK LLC, a
Delaware Limited Liability Company, and
DOES 1 through 50, inclusive;

17 Defendants.

CASE NO. 23STCV27759

18 ~~[THIRD AMENDED PROPOSED]~~ ORDER
19 GRANTING PRELIMINARY APPROVAL OF
20 CLASS ACTION SETTLEMENT

21 Hearing Date: June 5, 2025

22 Time: 10:30 a.m.

23 Dept.: 1

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on
3 June 5, 2025, at 10:30 a.m., the Honorable Stuart M. Rice presiding. The Court having considered the
4 papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Joint Stipulation of Settlement and Release (“Settlement Agreement”),
7 filed herewith. All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement. The settlement set forth in the Settlement Agreement (“Settlement”) appears to be fair,
9 adequate, reasonable, and in the best interests of the absent class members. Summarized, the terms are
10 as follows: after deductions for attorneys’ fees and litigation expenses to Class Counsel, enhancement
11 award payment to the Class Representative, Settlement Administration expenses, and a payment to the
12 Labor Workforce and Development Agency (“LWDA”) under PAGA, the remaining amount (the “Net
13 Settlement Amount”) will be distributed to Class Members who did not opt out of the Settlement as
14 follows,

Gross Settlement Amount	\$380,000.00
Attorneys’ Fees (1/3 of the GSA)	(up to \$126,666.66)
Litigation Costs and Expenses	(up to \$25,000.00)
Class Rep. Enhancement Award	(up to \$10,000.00)
Settlement Administration Costs	(up to \$12,000.00)
PAGA payment to the LWDA	(up to \$7,500.00)
PAGA payments to Aggrieved	(up to \$2,500)
Net Settlement Amount	\$196,333.34

24 2. The Settlement falls within the range of reasonableness and appears to be
25 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
26 final approval by this Court.

27 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
28 fees and costs to Class Counsel, and the Class Representatives’ Enhancement Award should be finally

approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 1 on the date and time set forth in the Implementation Schedule in Paragraph 9 below. The Court has previously set a final approval hearing for December 12, 2025, at 10:30 a.m.

4. The Settlement Agreement is Attached to the Further Supplemental Declaration of Martin Sullivan As **Exhibit A**. This Court approves, as to form and content, the Notice of Proposed Class Action Settlement, including estimated settlement share (“Class Notice”), attached to the Settlement Agreement, as **Attachment 1**. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

5. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

7. The Court confirms Plaintiff Elliott Morales as Class Representative and Martin Sullivan of Sullivan Employment Law PC as Class Counsel.

8. The Court approves and confirms ILYM Group, Inc. as the Settlement Administrator.

9. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 20 business days after the Preliminary Approval Date, S.A. ¶ 3.6.2]
b.	Deadline for Settlement Administrator to Mail Notice and Claim Form to Class Members	[Within 10 calendar days after receiving Class Information, S.A. ¶ 3.6.4]
c.	Deadline for Class Members to Postmark any Disputes to Settlement	[45 calendar days after mailing of the Notice and Claim Form, S.A. ¶ 1.39]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of the Notice and Claim Form, S.A. ¶ 1.39]]

e.	Deadline for Class Members to Postmark any Objections to Settlement	[45 calendar days after mailing of the Notice and Claim Form, S.A. ¶¶ 1.39, 3.9]]
f.	Deadline for Settlement Administrator to provide Class Counsel with Declaration of Due Diligence and Proof of Mailing	[At least 30 calendar days prior to the Final Approval Hearing, S.A. ¶ 3.19]
g.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days before Final Approval Hearing]
i.	Final Fairness Hearing and Final Approval	December 12, 2025, at 10:30 a.m.
j.	Deadline for Settlement Administrator to mail the Settlement Awards and the Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[No later than 10 business days after the Settlement is fully funded, S.A. ¶¶ 3.13]
k.	Settlement Administrator to Provide Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	[No later than 120 calendar days after Order granting final approval, S.A. ¶ 3.21]

IT IS SO ORDERED.

DATED: June 30, 2025



Stuart M. Rice

Stuart M. Rice / Judge

Judge of the Superior Court,
Los Angeles