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9 Attorneys for Plaintiff PHILLIP TING and all others similarly situated

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 PHILLIP TING, an individual; on behalf of
14 himself and all others similarly situated and the
15 general public,

16 Plaintiffs,

17 vs.

18 INPRODUCTION, INC., a Delaware
19 corporation; and DOES 1 through 100,
20 inclusive,

21 Defendants.

Case No. 22STCV34682

[Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6]

**DECLARATION OF PLAINTIFF AND
CLASS REPRESENTATIVE PHILLIP
TING IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 7, 2024

Time: 9:00 a.m.

Dept: 6

1 I, PHILLIP TING, declare as follows:

2 1. I am over the age of eighteen and am the Class Representative Plaintiff in the
3 matter *Ting v. InProduction, Inc.* The foregoing is based upon my personal knowledge and, if
4 called as a witness, I could and would competently testify thereto.

5 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
6 of Class Settlement.

7 3. I was previously employed by Defendant InProduction ("InProduction" or
8 "Defendant") in 2022, and I worked in California as an installer technician. During my time
9 working for Defendant, I was subjected to the same wage and hour policies and practices that are
10 at issue in this case, including the Defendant's practice of failing to pay employees all wages
11 owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to
12 provide accurate wage statements, and related issues.

13 4. Since the beginning of this case, I have been closely involved in assisting my
14 attorneys with prosecuting this action, and have done so diligently and aggressively since I filed
15 the Complaint in October 2022. Prior to getting involved in this case, I spoke with my attorneys
16 for many hours to understand the nature of the case, and shared with my attorneys the wage and
17 hour violations that I experienced at Defendant. Before becoming involved in the case, I also
18 spent several hours acquainting myself with my duties and obligations as a class action
19 representative, and my role in prosecuting this case against Defendant.

20 5. After I became involved in this case, I assisted my attorneys in reviewing and
21 understanding the documents exchanged in discovery, including prior to mediation. I reviewed
22 many of Defendant's policy documents with my attorneys, and answered my attorneys'
23 questions relating to those documents.

24 6. In October 2023, the parties agreed to go to Mediation, and I worked with my
25 attorneys to prepare for the Mediation. I also attended the Mediation, taking a day off work to
26 ensure that I was available to answer any questions and respond to case issues that came up
27 during the day.

1 7. Since the date of the Mediation, I have communicated with my attorneys
2 regarding the settlement terms, and spent many hours reviewing the lengthy settlement
3 agreement, and ensuring that the settlement agreement is fair to all class members.

4 8. As detailed above, I actively participated in all stages of litigation and have been
5 continuously apprised of all aspects of this case. All of the class members in this case were out
6 of state employees that Defendant flew in to work on Defendant's installation projects. I am the
7 only one that spoke up about Defendant's working conditions and failure to pay us all of our
8 wages, and I believe if not for my efforts and persistence in this case, that the class members
9 would not have benefitted at all, or at the very least, far less. My interests are the same as the
10 other hourly non-exempt employees, as Defendant uniformly failed to provide compliant meal
11 and rest periods, and failed to provide legally compliant pay stubs to the entirety of the class.

12 9. I have been diligent, and I believe I acted above and beyond that which was
13 expected of me as a Class Representative throughout all stages of the litigation, up to and
14 including the settlement of this Class Action. I have no claim that was antagonistic to the class. I
15 accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful
16 in this lawsuit.

17 10. I believe that the Class Action Settlement and PAGA representative settlement in
18 the gross amount of \$297,500 obtained on behalf of the class is excellent in view of the complex
19 and varied issues involved with the case. I took into consideration the strength and weakness of
20 the various claims for all employees and along with my attorneys agreed to the settlement. I was
21 prepared to sit for trial, if necessary. I strongly support the settlement in this matter. When I was
22 contemplating settlement, I always kept the best interests of the class and the aggrieved
23 employees in mind over my own and I was not willing to settle the matter until I felt it was in the
24 best interest of all class members and aggrieved employees.

25 11. In addition to performing work on this matter, I assumed a substantial risk in
26 serving as a class representative if the Defendant prevailed in this case. My willingness to
27 assume the financial risk was and is significant. Although I was confident in the merits of this
28 lawsuit, I do not have any savings to speak of, and bringing this lawsuit was a serious

1 commitment on my behalf and exposed myself to considerable risk. My attorneys have advised
2 me that California law provides that the losing party must pay the prevailing party's costs. As
3 such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in
4 the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my
5 capacity as Class Representative and pursue all claims against Defendant.

6 12. Finally, I have signed a general release of all claims up through the date of final
7 approval of the settlement. This is also significant because I spoke out against Defendant's wage
8 and hour policies, and immediately thereafter, I was terminated. Because of that, I may have
9 been able to file and recover additional sums based on a claim for retaliation. Nevertheless, I
10 pursued this case to stop Defendant's unlawful wage practices. As such, I believe that \$10,000
11 for my class representative incentive award is fair and reasonable.

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

14 Executed on January 13, 2024, at Mission, Texas.

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