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Attorneys for Plaintiff PHILLIP TING and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

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

Defendants.

Case No. 22STCV34682

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

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: July 26, 2024

Time: 9:00 a.m.

Dept: 6

1 This matter came on for hearing on July 26, 2024, at 9:00 a.m. in Department 6 of the  
2 above-referenced Court, located at 312 North Spring Street, Los Angeles, California 90012, on  
3 the Motion for Preliminary Approval of Class Action Settlement (“Motion”). Plaintiff PHILLIP  
4 TING (hereinafter “Plaintiff”) appeared through his attorneys of record. Defendant  
5 INPRODUCTION, INC. (hereinafter “Defendant”) appeared through its counsel of record.

6 Having fully reviewed and considered the Motion and moving papers, and having  
7 analyzed the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached  
8 as Exhibit A to the Declaration of Aaron A. Bartz filed with the original Motion on  
9 January 16, 2024, as well as the Amendment to Class Action and PAGA Settlement Agreement  
10 attached as Exhibit A to the Supplemental Declaration of Aaron A. Bartz filed with the Court on  
11 June 14, 2024, THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS  
12 AND ORDERS:

13 1. The Court preliminarily approves the proposed Settlement Agreement as being  
14 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement  
15 appears to be within the range of reasonableness of a settlement which the Court could ultimately  
16 give final approval.

17 2. The initial capitalized terms in this Order shall have the same meanings as those  
18 set forth in the Settlement Agreement.

19 3. The Court finds that the elements of numerosity, commonality, typicality and  
20 adequacy have been established to support conditional certification of the Settlement Class for  
21 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally  
22 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

23 All current and former non-exempt employees who have performed work  
24 in the State of California for Defendant during the Class Period.

25 4. Solely for the purposes of the proposed Settlement, the Court preliminarily  
26 approves (a) Bartz Law Group, APC and United Employees Law Group, PC as Class Counsel;  
27 and (b) Phillip Ting as Class Representative. The Court appoints Phoenix Class Action  
28 Administration Solutions as Settlement Administrator.

1           5.       The Court shall hold a final approval hearing (the "Final Approval Hearing") on  
2 \_\_\_\_\_, at \_\_\_\_\_ A.M., to review the notice process and  
3 objections to the Settlement, if any; and to determine whether the proposed Settlement on the  
4 terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and  
5 should be finally approved by the Court; to determine whether the Court should enter the  
6 Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys'  
7 fees and costs to approve for Class Counsel and the amount of the enhancement award to  
8 approve for the Class Representatives.

9           6.       The Court approves, as to form and content, the Court Approved Notice of Class  
10 Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"),  
11 attached as Exhibit C to the Supplemental Declaration of Aaron A. Bartz filed with the Court on  
12 June 14, 2024. The Court finds that distribution of the Settlement Notice substantially in the  
13 manner set forth in the Settlement Agreement and Settlement Notice meets the requirements of  
14 California law and due process, is the best notice practicable under the circumstances, and shall  
15 constitute due and sufficient notice to all persons entitled thereto.

16           7.       The Settlement Administrator shall supervise and administer the notice procedure  
17 as set forth in the Settlement Agreement as follows:

18               a.       After entry of the Preliminary Approval Order, Defendant shall provide  
19 the Settlement Administrator with the Class Data for purposes of mailing the Settlement  
20 Notices to Class Members. Defendant shall have up to fifteen (15) days to provide the  
21 Class Data after entry of the Preliminary Approval Order;

22               b.       Upon receipt of the Class Data, the Settlement Administrator shall  
23 perform a search based on the National Change of Address Database maintained by the  
24 United States Postal Service to update and correct any known or identifiable address  
25 changes. Within fourteen (14) calendar days after receiving the Class Data from  
26 Defendant as provided herein, the Settlement Administrator shall mail copies of the  
27 Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Parties  
28

1 agree that this procedure for notice provides the best notice practicable to Class Members  
2 and fully complies with due process;

3 c. Any Settlement Notice returned to the Settlement Administrator as non-  
4 deliverable on or before the Response Deadline shall be re-mailed to the forwarding  
5 address affixed thereto within three (3) business days of receipt of the returned  
6 Settlement Notice by the Settlement Administrator. If no forwarding address is provided,  
7 the Settlement Administrator shall attempt to determine a correct address by conducting a  
8 Class Member Address Search;

9 d. The Settlement Administrator shall perform all other obligations required  
10 under the Settlement Agreement, including those under section 8 of the Settlement  
11 Agreement.

12  
13 8. In order for any Settlement Class member to object to this Settlement, or any term  
14 of it, the person making the objection may submit the objection to the Settlement Administrator  
15 by no later than the Response Deadline specified in the Settlement Notice setting forth the  
16 grounds of objection. Any objection shall be sent to the Settlement Administrator, not to the  
17 Court. A Class Member may also appear personally or through an attorney, at his or her own  
18 expense, at the Final Approval hearing to present his or her objection directly to the Court.

19 9. In order for any Settlement Class member to validly exclude themselves from the  
20 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must  
21 be submitted to the Settlement Administrator postmarked no later than the Response Deadline.  
22 Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court.  
23 A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be  
24 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a  
25 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or  
26 appear at the Final Approval Hearing to voice any objections to the Settlement.

27 10. At the Final Approval Hearing, the Court shall finally determine whether the  
28 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's

1 application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement  
2 of Class Counsel's costs, and the Settlement Administrator expenses for administering the  
3 Settlement.

4 11. The Court's preliminary approval of the Settlement is not to be deemed an  
5 admission of liability or fault by Defendant, or a finding as to the validity of any claims or  
6 defenses asserted in the Action.

7 12. The Court reserves the right to adjourn or continue the date of the Final Approval  
8 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all  
9 further applications arising out of or connected with the proposed Settlement. In the event that  
10 the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall  
11 give notice of the continuance to any objectors to the Settlement.

12 13. If for any reason the Settlement ultimately does not become final, the parties will  
13 return to their respective positions in this Action as those positions existed immediately before  
14 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed  
15 with this Court in connection with the Settlement will be deemed an admission of any kind by  
16 any of the parties or used as evidence against, or over the objections of, any of the parties for any  
17 purpose in this Action or in any other action.

18  
19  
20 **IT IS SO ORDERED.**

21  
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23  
24 DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Elihu M. Berle  
Judge of the Superior Court