

Electronically Received 05/30/2025 01:29 PM

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

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,

v.

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 AND JUDGMENT
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND COSTS**

Date: May 30, 2025

Time: 9:00 a.m.

Dept: 6

1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this
2 Court on May 30, 2025, at 9:00 a.m., in in Department 6 of the above-entitled court, located at
3 the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, California 90012.
4 Plaintiff Phillip Ting (“Plaintiff”) appeared through his attorneys of record. Defendant
5 InProduction, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to herein as the
6 “Parties”) appeared through its attorneys of record.

7 The Court, having considered the Class Action and PAGA Settlement Agreement, and
8 Amendment to Class Action and PAGA Settlement Agreement (hereafter, “Settlement
9 Agreement”), attached collectively as Exhibit 1 to the Declaration of Aaron Bartz in Support
10 of Plaintiff’s Motion for Final Approval of Class Action Settlement and having considered the
11 Motion for Final Approval of Class Action Settlement (“Motion”), and having considered the
12 respective points and authorities and declarations submitted by the parties in support of the
13 Motions; and good cause appearing, HEREBY ORDERS, DECREES AND ADJUDGES AS
14 FOLLOWS:

15 1. This Judgment Granting Final Approval of Class Action Settlement
16 incorporates by reference the definitions set forth in the Settlement Agreement, attached as
17 Exhibit “1” to the Declaration of Aaron A. Bartz filed with the Motion on February 3, 2025,
18 and all terms used herein shall have the same meanings as set forth in the Settlement
19 Agreement.

20 2. The Court hereby approves the terms set forth in the Settlement Agreement and
21 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
22 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
23 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
24 and over all Parties to this proceeding, including Class Members.

25 3. This Court certifies a Settlement Class under California Code of Civil
26 Procedure section 382 for purposes of settlement only based on the reasons set forth in this
27 Judgment, and defined as follows:

1 All current and former non-exempt employees who have performed work
2 in the state of California for Defendant at any time during the period
3 beginning from October 31, 2018 through September 9, 2023.

4 4. Each member of the Settlement Class will release Defendant and the other
5 Released Parties pursuant to the terms of the Settlement Agreement. Plaintiff also releases the
6 Released Parties pursuant to the terms of the Settlement Agreement.

7 5. The distribution of the Court Approved Notice of Class Action Settlement and
8 Hearing Date for Final Court Approval, Request for Exclusion Form and Objection Form
9 (“Class Notice”) to the Class as set forth in the Settlement Agreement has been completed in
10 conformity with the Preliminary Approval Order. The Class Notice provided adequate notice
11 of the proceedings and about the case, including the proposed settlement terms as set forth in
12 the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class
13 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members
14 who could be identified through reasonable effort. As executed, the Class Notice was the best
15 notice practicable under the circumstances. Class Members were afforded the opportunity to
16 exclude themselves or object to the settlement. No Class Member objected to the settlement,
17 and no class members excluded themselves from the settlement.

18 6. The Court finds that the Settlement Agreement has been reached as a result of
19 informed and non-collusive arms-length negotiations. Consummation of the settlement in
20 accordance with the terms and provisions of the Settlement Agreement is therefore approved.

21 7. The Settlement Agreement is not an admission by Defendant, nor is this
22 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. The
23 Settlement Agreement and/or the fact of settlement, shall not be construed as an admission or
24 concession by Defendant of any violations or failure to comply with applicable law. Except as
25 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement and
26 its terms and provisions shall not be offered or received as evidence in any action or proceeding
27 to establish any liability or admission on the part of Defendant or to establish the existence of
28 any condition constituting a violation of, or a non-compliance with federal, state, local or other

1 applicable law. Neither this Judgment, the Settlement Agreement, or any document referred to
2 herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed
3 to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

4 8. The Gross Settlement Amount is \$297,500. The Gross Settlement Amount shall
5 represent the total consideration to be paid by Defendant in connection with this settlement,
6 except that Defendant shall also pay the employer's share of payroll taxes pursuant to the
7 Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest,
8 taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the
9 Settlement Agreement.

10 9. The Court hereby confirms that named Plaintiff Phillip Ting is approved as Class
11 Representative, and awards incentive payment as follows: \$5,000 to Phillip Ting. The payment
12 of the Class Representative enhancement award shall be made in accordance with the terms of
13 the Settlement Agreement.

14 10. The Court hereby approves the following as Class Counsel: Aaron Bartz of
15 Bartz Law Group APC, and Walter Haines of United Employees Law Group PC. The Court
16 further awards Class Counsel the amount of \$99,166.66 in attorneys' fees as follows:

17 Bartz Law Group APC - \$74,375.00;

18 United Employees Law Group PC - \$24,791.66

19 Attorneys' costs in the amount of \$14,687.62 shall be awarded as follows:

20 Bartz Law Group APC - \$13,614.79;

21 United Employees Law Group PC - 1,072.83.

22 The attorneys' fees and costs authorized by this paragraph shall be paid in accordance
23 with the terms of the Settlement Agreement.

24 11. The Court further approves the payment of \$15,000 to Phoenix Class Action
25 Administration Solutions for the fees and costs of administering the settlement as set forth in
26 the Settlement Agreement. The payment authorized by this paragraph shall be paid in
27 accordance with the terms of the Settlement Agreement.

12. The Administrator shall promptly calculate and mail the checks to those Class Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and enhancements as approved by the Court and in accordance with the terms of the Settlement Agreement. The envelope transmitting the settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A Class Member must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. If the check remains uncashed by the expiration of the 180-day period, the Administrator shall send those funds to the California State Controller Unclaimed Property Fund, to be held in the class member's name until claimed. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

13. Pursuant to PAGA, the LWDA has been given notice of the Settlement and Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the LWDA. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims from October 13, 2021 through December 16, 2023, as defined in the Settlement Agreement, and the payment of Ten Thousand Dollars (\$10,000) from the Gross Settlement Amount to resolve the PAGA claims ("PAGA Penalties"), of which Seven Thousand Five Hundred Dollars (\$7,500) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – Two Thousand Five Hundred Dollars (\$2,500) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the Two Thousand Five Hundred Dollars (\$2,500) on a pro rata basis, based on their proportionate pay periods worked for Defendant from October 13, 2021 through December 16, 2023. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant

1 to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check
2 to be mailed to the LWDA pursuant to the Settlement Agreement. The State of California and
3 all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved
4 Employees, are deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties from the claims for civil penalties for the
6 violations of the California Private Attorneys General Act of 2004 that were alleged, or could
7 have been alleged, based on the facts alleged in the Operative Complaint and/or the LWDA
8 Letter during the PAGA Period.

9 14. The Parties agree that, upon final approval of the settlement, the Court shall enter
10 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
11 construction, interpretation, implementation and enforcement of the Settlement Agreement
12 according to its terms, over the administration and distribution of the settlement proceeds, and
13 other post-Judgment matters as are permitted by law.

14 15. The Administrator shall provide a notice to the Settlement Class of the judgment
15 pursuant to California Rule of Court 3.771(b). The Administrator will provide this notice along
16 with the mailing of the checks in a statement that provides: "Pursuant to California Rules of
17 Court 3.771, notice is hereby given that judgment has been entered in the case of *Ting v.*
18 *InProduction, Inc.*, Case No. 22STCV34682, Los Angeles Superior Court."

19 16. This Judgment shall be entered pursuant to the Settlement Agreement and is
20 intended to effectuate the settlement as more fully described in the Settlement Agreement. In
21 the event that the settlement does not become effective in accordance with the terms of the
22 Settlement Agreement, then this Judgment shall be rendered null and void to the extent
23 provided by and in accordance with the Settlement Agreement and shall be vacated.

17. A Final Accounting and OSC Re Compliance is set for January 29, 2026 at 8:30 a.m. in Department 6 of the above-referenced Court, and no later than January 20, 2026, the parties shall file and serve a compliance report.

IT IS SO ORDERED, ADJUDGED AND DECREED. LET JUDGMENT BE ENTERED ACCORDINGLY.



Elihu M. Berle

Dated: 06/02/2025

Elihu M. Berle / Judge
Hon. Elihu M. Berle
Judge of the Superior Court

**PROOF OF SERVICE - C.C.P. §§ 1013B, 2015.5
STATE OF CALIFORNIA**

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

On May 30, 2025, I served true copies of the foregoing documents described as:
[PROPOSED] ORDER AND JUDGMENT on the interested parties in this action, addressed as follows:

Jon G. Daryanani, Esq. Jill L. Ripke, Esq. Lara A. Grines, Esq. PERKINS COIE LLP 1888 Century Park E., Suite 1700 Los Angeles, CA 90067-1721 Email: JDaryanani@perkinscoie.com Jripke@perkinscoie.com LGrines@perkinscoie.com	<i>Attorneys for Defendant</i>
--	--------------------------------

Walter Haines, Esq. United Employees Law Group 8605 Santa Monica Blvd., #63354 West Hollywood, CA 90069 Email: walter@uelglaw.com	<i>Co-Counsel for Plaintiff</i>
---	---------------------------------

(X) BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 30, 2025

/s/ Nestor Mejia /s/
Nestor Mejia