

Electronically Received 09/20/2022 12:00 AM

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*Attorneys for Plaintiff*  
PAUL TIPPIN

**FILED**  
Superior Court of California  
County of Los Angeles

09/20/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:           A. Morales           Deputy

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

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PAUL TIPPIN, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

ABC STUDIOS, an unknown entity, and  
DOE 1 through and including DOE 10,

Defendants.

Case No. 19STCV42425

*Assigned to The Hon. Amy D. Hogue*

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

Date: April 21, 2022

Time: 10:00 a.m.

Place: Dept. 7

Spring Street Courthouse

312 N. Spring Street

Los Angeles, CA 90012

*Complaint Filed: November 26, 2019*

1 **TO EACH PARTY AND TO EACH PARTY’S ATTORNEY OF RECORD:**

2 **WHEREAS**, the Court has before it the unopposed motion by Plaintiff Paul Tippin  
3 (“Plaintiff”) for preliminary approval of a proposed class action settlement;

4 **WHEREAS**, the parties having made application for an order preliminarily  
5 approving the settlement of this action, in accordance with the Class Settlement  
6 Agreement (“Agreement”) that sets forth the terms and conditions for a proposed  
7 settlement of the litigation upon the terms and conditions set forth therein;

8 **WHEREAS**, the Court has read and considered the Motion for Preliminary  
9 Approval;

10 **WHEREAS**, the Court having read and considered the Agreement; and

11 **WHEREAS**, unless noted otherwise, all defined terms contained herein having the  
12 same meanings as those set forth in the Agreement;

13 **IT IS HEREBY ORDERED:**

14 1. The Court hereby preliminarily approves the Agreement as being within  
15 range of possible approval and finds no grounds to doubt its fairness.

16 2. The Agreement has been negotiated at arm’s length and is preliminarily  
17 determined to be fair, reasonable, and adequate, pending final hearing and approval.

18 3. Solely for purposes of the proposed settlement, a Settlement Class is hereby  
19 provisionally certified pursuant to section 382 of the California Code of Civil Procedure  
20 as follows:

21 All Persons who were issued an itemized wage statement by Defendant during the  
22 Release Period (between November 26, 2018 and February 28, 2019). Excluded  
23 from the Settlement Class are all Persons who properly and timely elect to opt out  
pursuant to Section 7.

24 4. Solely for purposes of the proposed settlement, the Court does hereby  
25 preliminarily approve: (a) Alan Harris and David Garrett of Harris & Ruble as Class  
26 Counsel; and (b) Paul Tippin as Class Representative.

27 5. The deadline for Class Counsel to file a Motion for Final Approval of  
28 Settlement (including any responses to any objections) and Motion for Attorneys’ Fees

and Costs is FILED IN CASE NO. 2022-00000, 2022.

6. On February 1, 2022, at 9:00 a.m., or on such other date and time as the Court may hereafter designate, a final fairness hearing shall be held before this Court, in Department 7 or in such other Department as the Court may hereafter designate, to determine (a) whether the proposed settlement of the litigation on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate; and (b) the amount of attorneys' fees and costs that should be awarded to Class Counsel and the amount of incentive payment that should be awarded to Class Representative. The hearings may be postponed, adjourned, or rescheduled by order of the Court without further notice to the Class.

7. CPT Group is appointed as Settlement Administrator.

8. The Settlement Administrator shall supervise and administer the notice procedure as more fully set forth in the Agreement.

9. All members of the Class who do not exclude themselves from the Settlement shall be bound by all determinations and judgments in the litigation concerning the Settlement, whether favorable or unfavorable to the Settlement Class. Any member of the Class who wishes to be excluded from the Settlement Class and not participate in the proposed settlement must submit a request for exclusion as more fully set forth in the Agreement.

10. Any member of the Settlement Class may enter an appearance in the litigation, at his or her own expense, individually or through counsel of his or her own choice, by filing a notice of appearance. Any member of the Settlement Class who does not enter an appearance or exclude himself or herself from the Class—*i.e.*, opt out of the Settlement—will be represented by Class Counsel as to all of the released claims as more fully set forth in the Agreement.

11. Members who do not exclude themselves from the Class—*i.e.*, opt out of the Settlement—shall be permitted to object to the Settlement as more fully set forth in the Agreement. Any written objections shall state each specific objection and any legal

1 support for each objection. The objection must also state the member's full name and  
2 address. Plaintiff's Counsel and Defendant's Counsel thereafter shall be entitled to file  
3 and serve a response to any such objection no later than five (5) court days before the  
4 hearing on final approval of the Settlement. If the Court rejects the member's objection,  
5 the member of the Class still will be bound by the terms of the Agreement. If the Court  
6 approves the Settlement despite any objections, the member of the Class will receive his  
7 or her share of the settlement proceeds.

8 12. The Court reserves the right to adjourn the date of the final approval hearing  
9 without further notice to the Settlement Class Members, and the Court retains jurisdiction  
10 to consider all further applications arising out of or connected with the proposed  
11 settlement.

12 13. The Agreement and the Settlement are preliminarily approved but are not an  
13 admission by Defendant of the validity of any claims in this class action, or of any  
14 wrongdoing by Defendant or of any violation of law. Neither the Agreement nor any  
15 related document shall be offered or received in evidence in any civil, criminal or  
16 administrative action or proceeding other than such proceedings as may be necessary to  
17 consummate or enforce the Agreement and Settlement. The obligations set forth in the  
18 Agreement are deemed part of this Order.

19  
20 **IT IS SO ORDERED.**

21  
22 DATED: 09/20/2022



Lawrence P. Riff / Judge

JUDGE, CALIFORNIA SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I am attorney for the plaintiff herein, over the age of eighteen years, and not a party to the  
3 within action. My business address is Harris & Ruble, 655 North Central Avenue, 17<sup>th</sup>  
4 Floor, Glendale, CA 91203. On December 30, 2021, I served the within document(s):

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

7 Electronic Service Pursuant to Court Order: I caused such envelope to be delivered by e-  
8 mail (Case Anywhere) to:

9 Emma Luevano eyl@msk.com

10 Daniel Innamorati dji@msk.com

11 Seth Pierce sep@msk.com

12 I declare under penalty of perjury that the above is true and correct. Executed on  
13 December 30, 2021, at Los Angeles, California.

14 */s/ David Garrett* \_\_\_\_\_

15 David Garrett