

05/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: J. Manassee Deputy

Electronically Received 1/12/2022 01:59 PM

1 **KINGSLEY & KINGSLEY, APC**
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
2 LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
3 JESSICA BULAON, Esq. (SBN 340749)
jessI@kingsleykingsley.com
4 16133 Ventura Blvd., Suite 1200
5 Encino, CA 91436
6 Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

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

11 MIE MOULTON, an individual, on behalf of
herself and others similarly situated,

12 **PLAINTIFF,**

13 v.

14 BET INFORMATION SYSTEMS, INC.; and
15 DOES 1 thru 50, inclusive,

16 **DEFENDANTS.**

CASE NO. 21STCV38602

[Case Assigned for All Purposes to Hon. David
S. Cunningham in Dept. 11]

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

Date: February 23, 2023

Time: 9:00a.m.

Dept.: 11

Complaint Filed: October 20, 2021

FAC Filed: December 27, 2021

Trial Date: None

1 The Motion for Preliminary Approval of the Class Action and PAGA Settlement
2 Agreement (“Agreement”), a copy of which is attached as to the Declaration of Liane Katzenstein
3 Ly as Exhibit “1”, came before this Court on February 23, 2023. The Court, having considered the
4 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the proposed settlement based upon the
7 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
8 herewith. The Agreement appears to be fair, adequate, and reasonable to the Classes. The Court
9 finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the
10 Agreement is sufficient to warrant notice of the Agreement to persons in the Classes and a full
11 hearing regarding final approval of the Agreement.

12 2. For purposes of this Order, the proposed Settlement Classes are defined as follows:

13 All persons who are employed or have been employed as an independent
14 contractor by BET INFORMATION SYSTEMS, INC., in the State of
15 California since four (4) years prior to the filing of this action to the
16 present.” (“Independent Contractor Class”.)

17 All persons who are employed or have been employed as a detailer
18 by BET INFORMATION SYSTEMS, INC., in the State of
19 California since four (4) years prior to the filing of this action to the
20 present.” (“Detailer Class”.) (Collectively referred to herein as the
21 “Classes”.)

22 3. The Class Period is October 20, 2017 through July 28, 2022.

23 4. “Aggrieved Employee” “PAGA Group” or “PAGA Member” means all persons
24 who are a member of either the Independent Contractor Class of the Detailer Class from October
25 20, 2020 to July 28, 2022.

26 5. The “PAGA Period” means the period from October 20, 2020 to July 28, 2022.

27 6. The Agreement falls within the range of reasonableness and appears to be
28 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
and final approval by this Court.

 7. The Court makes the following preliminary findings for settlement purposes only:

 A. The Classes, which consists of approximately 6,577 persons, is so numerous

1 that joinder of all members is impracticable;

2 B. There appear to be questions of law or fact common to the Classes for
3 purposes of determining whether this Settlement should be approved;

4 C. Plaintiff's claims appear to be typical of the claims being resolved through
5 the proposed settlement;

6 D. Plaintiff appears to be capable of fairly and adequately protecting the
7 interests of the Settlement Class Members in connection with the proposed
8 settlement;

9 E. Common questions of law and fact appear to predominate over questions
10 affecting only individual persons in the Classes Accordingly, the Classes
11 appear to be sufficiently cohesive to warrant settlement by representation;
12 and

13 F. Certification of the Classes appears to be superior to other available methods
14 for the fair and efficient resolution of the claims of the Classes.

15 8. The Court approves, as to form and content, the Notice of Class Action Settlement
16 to Settlement Class Members in substantially the form attached to the Agreement as Exhibit "A".

17 9. The Court approves the procedure for Settlement Class Members to opt out to the
18 Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

19 10. The Court approves the procedure for Settlement Class Members to object to the
20 Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

21 11. The Court directs the mailing of the Notice of Class Action Settlement and related
22 documents to members of the Classes by first class mail in accordance with the Agreement and
23 the implementation schedule set forth below. The Court finds that the dates selected for the
24 mailing and distribution of the notice, as set forth in the following implementation schedule, meet
25 the requirements of due process and provide the best notice practicable under the circumstances
26 and shall constitute due and sufficient notice to all persons entitled thereto.

27 12. It is ordered that the Classes are preliminarily certified for settlement purposes only.

28 13. The Court confirms Eric B. Kingsley and Liane Katzenstein Ly of Kingsley &
Kingsley, APC as Class Counsel.

14. The Court confirms MIE MOULTON as Class Representative.

15. The Court approves ILYM Group, Inc. as the Administrator.

1 16. The Court orders that pursuant to the California Private Attorneys General Act,
2 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will
3 continue to be given to the Labor & Workforce Development Agency.

4 17. A final fairness hearing on the question of whether the proposed Agreement,
5 attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
6 should be finally approved as fair, adequate, and reasonable as to the members of the Classes is
7 scheduled for _____ at _____ (Pacific Time), in Department 11.

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

10 a.	Preliminary Approval Granted	_____
11 b.	Deadline for Defendant to Provide Settlement Class 12 Members’ Information to Administrator	14 calendar days from Entry of Preliminary Approval
13 c.	Administrator Shall Mail Notice to Settlement Class 14 Members	14 calendar days from receipt of the Class List from Defendant
15 d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
16 e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
17 f.	Deadline for Class Counsel to file Motion for Final 18 Approval of Class Settlement	To be determined by the Court _____
19 g.	Deadline for Class Counsel to file Motion for Attorneys’ 20 Fees	To be determined by the Court _____
21 h.	Final Approval Hearing	September 29, 2023 at 9:00 AM _____

22
23
24
25 19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
26 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
27 “Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
28 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,

1 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
2 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
3 of the Parties to the litigation, as more specifically set forth in the (“Agreement.

4 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all
5 proceedings in this matter except those contemplated herein and in the Agreement are hereby
6 stayed.

7 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
8 Hearing from time to time without further notice to members of the Classes.

9
10 DATED: 05/17/2023


11 _____
12 JUDGE OF THE SUPERIOR COURT
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On November 22, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

<p>KLINEDINST PC Thomas Daugherty TDaugherty@Klinedinstlaw.com Jessica S. Park jpark@klinedinstlaw.com 501 West Broadway, Suite 600 San Diego, CA 92101</p> <p><i>Attorneys for Defendant</i></p>	<p>DAVTYAN LAW FIRM, INC. Emil Davtyan emil@davtyanlaw.com 880 E. Broadway Glendale, CA 91205</p> <p><i>Attorney for Plaintiff and the Proposed Classes</i></p>
---	---

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing (“EF”) System (<https://dir.tfaforms.net/308>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION) I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 22, 2022, at Woodland Hills, California.



Michelle Tanzer