

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

Attorneys for Plaintiff and the proposed classes

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

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

PLAINTIFF,

v.

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

DEFENDANTS.

CASE NO. 21STCV38602

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: December 7, 2023

Time: 10:00 AM

Dept.: 11

Complaint Filed: October 20, 2021
FAC Filed: December 27, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff MIE MOULTON
3 (“Class Representative” or “Plaintiff”) against Defendant BET INFORMATION SYSTEMS, INC.
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on December 7, 2023.

6 **WHEREAS**, Judge Cunningham granted preliminary approval of the Amended Class
7 Action and PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed
8 Declaration of Liane Katzenstein Ly as Exhibit “1”, on May 17, 2023.

9 **WHEREAS**, Plaintiff MIE MOULTON has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
15 Katzenstein Ly, MIE MOULTON; and Makenna Snow of ILYM Group, Inc.; and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There are three (3) valid requests for exclusion. The three requests for exclusion
3 were submitted by Dilhanie Herwarathna, John Buente, and Tanya Root.

4 6. There are no objectors to the Agreement.

5 7. It is ordered that the Classes is certified for settlement purposes only. The Court
6 finds that an ascertainable class exists and a well-defined community of interest exists in the
7 questions of law and fact involved because in the context of the Agreement: (i) there are questions
8 of law and fact common to the Settlement Class Members which, as to the Agreement and all
9 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
10 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
11 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
12 represented and protected the interest of the Settlement Class Members.

13 8. The Court finds that the Notice and notice methodology implemented pursuant to
14 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
15 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
16 pendency of the Action, their right to object to or exclude themselves from the proposed
17 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
18 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
19 met all applicable requirements of the California Code of Civil Procedure, the California and
20 United States Constitution (including the Due Process Clause), the California Rules of Court and
21 any other applicable law.

22 9. The Classes are hereby made final. The Classes are defined as:

23 Independent Contractor Class: All persons who are employed or
24 have been employed as an independent contractor by BET
25 Information Systems, Inc., in the State of California since
26 four (4) years prior to the filing of this action to the
27 present. ("Independent Contractor Class".)

28 Detailer Class: All persons who are employed or have been
employed as a detailer by BET Information Systems, Inc., in the
State of California since four (4) years prior to the filing of this
action to the present. ("Detailer Class")

(collectively “Independent Contractor Class” and “Detailer Class” referred to as the “Classes” or “Class Members”.)

10. The “Class Period” is October 20, 2017 through July 28, 2022.

11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are defined as: “all persons who are a member of either the Independent Contractor Class or the Detailer Class from October 20, 2020 to July 28, 2022. (“Aggrieved Employees” “PAGA Group” or “PAGA Members”).)

12. The PAGA Period is October 20, 2020 through July 28, 2022.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

“all claims that were alleged, or reasonably could have been alleged under state, federal or local law, whether statutory, common law, or administrative law, based on the facts alleged in the operative First Amended Complaint, during the periods of employment as detailers or independent contractors in California during the Class Period, including allegations of alleged, failure to pay timely wages; failure to pay overtime wage; meal period violations; rest period violations; failure to pay meal or rest period premiums; failure to reimburse expenses; wage statement violations; waiting time penalties; misclassification of independent contractors; civil penalties, including penalties under PAGA, based on the allegations set forth above; violations of Business and Professions Code section 17200 based on the allegations set forth above; including, but not limited to, claims for injunctive relief; penalties of any nature; interest; fees; and costs (“Released Claims”). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period..

1 15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
2 Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the
3 following release and expressly waive and relinquish any and all claims, rights or benefits that
4 they may have under California Civil Code § 1542, which provides:

5 “all claims for PAGA penalties that were alleged, or reasonably
6 could have been alleged, based on the PAGA Period facts stated in
7 the Operative Complaint, the PAGA Notice and ascertained in the
8 course of the Action including but not limited to violations of Labor
9 Code sections 201-204, 226(a), 226.7, 226.8, 432.5, 510,512, 1194,
10 1194.2, 1199, and 2802.

11 16. Plaintiff and all Settlement Class Members who have not been timely and properly
12 excluded from the Classes, and any person acting on their behalf, are permanently barred and
13 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
14 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
15 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
16 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
17 Members into a separate class for purposes of pursuing as a purported class action (including by
18 seeking to amend a pending complaint to include class allegations, or by seeking class certification
19 in a pending action) any lawsuit based on or relating to the Released Claims;

20 17. The Agreement provides that the Gross Settlement Amount is two million, two
21 hundred fifty thousand dollars and zero cents (\$2,250,000.00). The Net Settlement Amount shall
22 be determined according to the terms of the Agreement.

23 18. The Court orders the calculations and the payments to be made and administered in
24 accordance with the terms of the Agreement.

25 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
26 Classes for purposes of entering into and implementing the settlement. The Court hereby confirms
27 Kingsley & Kingsley, APC as Class Counsel in the Action.

28 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$750,000.00

1 shall be paid for attorney fees and \$18,506.06 shall be paid for litigation costs.

2 21. The unopposed application of Class Counsel for an enhancement payment to
3 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$10,000.00 Class Representative
4 Service Payment shall be allocated to Class Representative MIE MOULTON.

5 22. The unopposed application of Class Counsel for claims administration fees to
6 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$53,300.00 shall be paid
7 for settlement administration fees.

8 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

10 24. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court
11 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
12 Agency ("LWDA") in the amount of \$18,750.00. The Court further directs that the remaining
13 25% of the PAGA Penalties, in the amount of \$6,250.00 shall be allocated to the Individual PAGA
14 Payments.

15 25. If a Settlement Class Member does not cash his or her settlement check within 180
16 days, the uncashed funds shall be transmitted by the Administrator to the State of California Office
17 of the Controller in the name of the class member who did not cash his or her Individual Class
18 Payment check.

19 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
20 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

21 27. The Court hereby grants and authorizes the Parties, without further approval from
22 the Court, to agree to and to adopt such amendments, modifications and expansions of this
23 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
24 do not limit the rights of Settlement Class Members under the Stipulation.

25 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
26 shall retain jurisdiction over the Action, the Parties, and the Classes, as well as the administration
27 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
28 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction

1 over the Action, the Parties, and the Classes, as well as the administration and enforcement of the
2 Settlement. Any disputes or controversies arising with respect to the interpretation,
3 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
4 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
5 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

6 29. This Final Order shall constitute a final judgment.

7
8 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(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 13, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

KLINEDINST PC
Thomas Daugherty
TDaugherty@Klinedinstlaw.com
Jessica S. Park
jpark@klinedinstlaw.com
501 West Broadway, Suite 600
San Diego, CA 92101

Attorneys for Defendant

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **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/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **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).

☒ **(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 13, 2023, at Woodland Hills, California.



Michelle Tanzer