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8 *Attorneys for Plaintiff, the Class, the LWDA, and the Aggrieved Employees*

FILED
Superior Court of California
County of Los Angeles
08/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. MGreené Deputy

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

12 MEGHAN O'SULLIVAN, an individual, on
13 behalf of the State of California, as a private
14 attorney general, and on behalf of all
15 Aggrieved Employees and all others similarly
16 situated,

17 **PLAINTIFF,**

18 v.

19 MYTHICAL INC., a California limited
20 liability company; and DOES 1 to 10,
21 inclusive,

22 **DEFENDANTS.**

Case No. 22STCV26168

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 9, 2023

Time: 10:30 a.m.

Dept.: 12

Judge: Honorable Carolyn B. Kuhl

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1 On August 9, 2023, the Court held a hearing on Plaintiff Meghan O’Sullivan (“Plaintiff”) Motion
2 for Final Approval of Class Action Settlement between Plaintiff and Defendant Mythical Inc.
3 (“Defendant”) (collectively, the “Parties”), and Plaintiff’s Motion for Attorneys’ Fees and Costs.

4 Due and adequate notice having been given to Class Members, and the Court having considered
5 the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”), all of
6 the legal authorities and documents submitted in support thereof, all papers filed and proceedings had
7 herein, all oral and written comments received regarding the proposed settlement, and having reviewed
8 the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement
9 and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

10 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
11 “Order”) shall have the same meanings given as those terms are used and/or defined in the Parties’
12 Settlement Agreement.¹

13 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
14 jurisdiction to approve this Settlement and all exhibits thereto.

15 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
16 Settlement Agreement and as follows:

17 *“Plaintiff and all other California residents who are or were employed by [Defendant], and who*
18 *worked from home for at least one pay period from [March 13, 2020 to December 31, 2022],*
19 *excluding all of [Defendant]s] C-suite, legal, and HR employees.”*

20 4. The Court deems this definition sufficient for the purpose of California Rule of Court
21 3.765(a) and for the purpose of effectuating the Settlement.

22 5. The Court finds that an ascertainable class of 113 Class Members exists and a well-defined
23 community of interests exists in the questions of law and fact involved because in the context of the
24 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff
25 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the
26 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest

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28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Craig J. Ackermann in Support
of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 of the Class Members.

2 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
3 Administrator, completed the distribution of the Class Notice to the Class in a manner that comports with
4 California Rule of Court 3.766 and due process and constitutes the best notice practicable under the
5 circumstances. The Class Notice informed 114 individuals on the class list of the Settlement terms, their
6 rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their
7 rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing,
8 and their rights to be heard regarding approval of the Settlement. Adequate periods of time to respond and
9 to act were provided by each of these procedures.

10 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
11 of the notice process.

12 8. One Class Member opted out of the Settlement as part of the notice process.²

13 9. The Court hereby approves the terms set forth in the Settlement Agreement, and finds that
14 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
15 all applicable requirements of the California Code of Civil Procedure, the California and United States
16 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
17 law, and in the best interests of each of the Parties and Class Members. The Court directs the Parties to
18 effectuate the Settlement Agreement according to its terms and declares this Settlement Agreement to be
19 binding on all Participating Class Members. The Court finds that the Settlement Agreement has been
20 reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that
21 the Parties have conducted extensive investigation and research, and their attorneys were able to
22 reasonably evaluate their respective positions. The Court further finds that the allocation of PAGA
23 penalties is fair and reasonable under the circumstances.

24 10. The Court also finds the amount allocated to PAGA Penalties is fair and reasonable, and
25 that Plaintiff provided notice of the proposed Settlement to the Labor and Workforce Development
26 Agency (LWDA) and will fully and adequately comply with the notice requirements of California Labor
27 Code section 2699(1). The Court hereby approves the PAGA Penalties amount.

28 ² The name of the individual who requested exclusion from the settlement is Nicole Yang.

1 11. The Court also finds that Settlement now will avoid additional and potentially substantial
2 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
3 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
4 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
5 Members.

6 12. The Court confirms Meghan O’Sullivan as Class Representative and finds her to be
7 adequate.

8 13. The Court confirms Craig J. Ackermann, Avi Kreitenberg, and Erika Smolyar of
9 Ackermann & Tilajef, P.C. as Class Counsel, and finds each of them to be adequate, experienced, and
10 well-versed in similar class action litigation.

11 14. The terms of the Settlement Agreement, including the escalated Gross Settlement Amount
12 of **\$100,000.00** and the individual settlement payments, are fair, adequate, and reasonable to the Class and
13 to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
14 Agreement, subject to this Order. The Court approves the following allocations, which fall within the
15 ranges stipulated by and through the Settlement Agreement:

- 16 a. The **\$7,500.00** designated for payment to CPT Group, Inc., the Settlement Administrator,
17 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,
18 the payment to the Settlement Administrator in accordance with the Settlement Agreement.
- 19 b. The **\$33,333.33** requested by Plaintiff and Class Counsel for the Class Counsel’s attorneys’
20 fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants
21 final approval of, awards, and orders the Class Counsel Fees Payment to be made in
22 accordance with the Settlement Agreement.
- 23 c. The Court awards **\$4,173.86** in litigation costs, an amount which the Court finds to be
24 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
25 the Class Counsel Litigation Expenses Payment in this amount to be made, in accordance
26 with the Settlement Agreement.³

27 ³ Class Counsel is only seeking litigation cost reimbursement in the amount \$4,173.86, which is less than half of the \$10,000
28 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the
Class. Thus, the remaining \$5,826.14 will be added to the Net Settlement Among to be distributed to the participating Class

1 d. The **\$5,000.00** requested by Plaintiff for her Class Representative Service Payment is fair
2 and reasonable. The Court grants final approval of, and orders the Class Representative
3 Service Payment to be made, in accordance with the Agreement.

4 e. The Court grants final approval of the **\$10,000.00** PAGA Penalties, 75% of which (i.e.,
5 **\$7,500**) shall be paid to the LWDA and orders the payment to be made in accordance with
6 the Settlement Agreement. The remaining 25% of the PAGA Penalties shall be distributed
7 to the Aggrieved Employees in accordance with the Settlement Agreement.

8 15. The Court orders the Parties to comply with and carry out all terms and provisions of the
9 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
10 case the provisions of this Order shall take precedence and supersede the Settlement.

11 16. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of
12 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
13 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
14 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
15 concession, or liability whatsoever by or against Defendant.

16 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights
17 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
18 if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement
19 is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked
20 the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the
21 Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the
22 subsequent Judgment is a finding that certification of the Class is proper for any purpose or proceeding
23 other than for settlement purposes.

24 18. All participating Class Members shall be bound by the Settlement and this Order, and shall
25 release, on behalf of themselves and their respective former and present representatives, agents, attorneys,
26 heirs, administrators, successors, and assigns, Defendant and all other Released Parties⁴ from any and all

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Members.

28 ⁴ "Released Parties" means and refers to: Mythical Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. (S.A., ¶ 1.41).

1 Released Class Claims⁵ and Released PAGA Claims⁶ as set forth in the Settlement Agreement, and are
2 permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any
3 and all of Class Members' Released Class Claims and Released PAGA Claims as defined in the Settlement
4 Agreement.

5 19. Plaintiff is bound by Plaintiff's General Release against Defendant and the other Released
6 Parties and waiver of Civil Code section 1542, as set forth in the Settlement Agreement, and is
7 permanently barred from prosecuting against Defendant and the other Released Parties any and all of the
8 claims in Plaintiff's General Release as defined in the Settlement Agreement.

9 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
10 provided in the Settlement Agreement.

11 21. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
12 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
13 be sent to the California Controller's Unclaimed Property Fund.

14 22. The Settlement Administrator, within five (5) days of the date of this Order, shall give
15 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a
16 copy of this order and judgment on its website for 60 days.

17 23. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
18 purposes of implementing the terms of the settlement, such as enforcing the Settlement Agreement,
19 addressing settlement administration matters, and addressing such post-Judgment matters as may be
20 appropriate under court rules or applicable law.

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25 ⁵ "Released Class Claims" means and refers to all claims that were alleged, or reasonably could have been alleged, based on
26 the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., failure to
reimburse business expenses in violation of Labor Code section 2802 and failure to provide accurate itemized wage statements in
violation of Labor Code section 226(a) and (e). (S.A., ¶¶ 1.39, 6.2).

27 ⁶ "Released PAGA Claims" means and refers to all claims for PAGA penalties that were alleged, or reasonably could have
28 been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the
course of the Action including, e.g., failure to reimburse business expenses in violation of Labor Code section 2802 and failure to
provide accurate itemized wage statements in violation of Labor Code section 226(a) and (e). (S.A., ¶¶ 1.40, 6.3).

1 24. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
2 status of distribution within sixty (60) days after all funds have been distributed.

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4 **IT IS SO ORDERED.**



Carolyn B. Kuhl / Judge

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6 DATED: 11/26/20

HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

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