

1 **THE GOULD LAW FIRM**

Michael A. Gould (SBN 151851)
2 Michael@wageandhourlaw.com
Aarin A. Zeif (SBN 247088)
3 Aarin@wageandhourlaw.com
161 Fashion Lane, Suite 207
4 Tustin, California 92780
Telephone: (714) 669-2850
5 Telecopier: (714) 544-0800

6 **GARCIA & PHAN**

Robert N. Phan (SBN 217283)
7 Juan D. Garcia (SBN 215980)
17011 Beach Blvd., Ste. 900
8 Huntington Beach, CA 92647
Telephone: 714-848-8200
9 Telecopier: 714-677-4005

10 Attorneys for Plaintiffs Trung Le and Kevin Lam

11 **O'HAGAN MEYER LLP**

12 KATHERINE C. DEN BLEYKER (SBN: 257187)
Email: kdenbleyker@ohaganmeyer.com
13 WILLIAM B. RICHARDS, JR. (SBN: 298552)
Email: wrichards@ohaganmeyer.com
14 TATYANA ESMAILIAN (SBN: 336012)
Email: tesmailian@ohaganmeyer.com
15 550 S. Hope Street, Suite 2400
Los Angeles, California 90071
16 Telephone: 213.647.0041
Facsimile: 213.647.1799

17 Attorneys for Defendant M4D LLC
18

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**
21

22 TRUNG LE, individually, KEVIN LAM,
individually, and on behalf of other members
23 of the general public similarly situated,

24 Plaintiffs,

25 vs.

26 M4D LLC, and DOES 1 through 25,

27 Defendants.
28

Case No. 30-2021-01182977-CU-OE-CXC
[Honorable Judge Melissa R. McCormick,
Dept. CX104]

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Action Filed: February 5, 2021
FAC Filed: August 11, 2022
Trial Date: None Set

1 **AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Amendment (the “Amendment”) to Class Action and PAGA Settlement Agreement (the
3 “Agreement”) is made by and between Plaintiff Kevin Lam (“Plaintiff”) and Defendant M4D, LLC
4 (“Defendant” or “M4D”). The Agreement, the Addendum thereto, and this Amendment thereto refer
5 to Plaintiff Lam and Defendant M4D collectively as the “Parties,” or individually as a “Party.”

6 **RECITALS**

7 A. WHEREAS, in February 2023, the Parties entered into the Agreement.

8 B. WHEREAS, Paragraph 11.9 of the Agreement states:

9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all
11 Parties or their representatives, and approved by the Court.

11 C. WHEREAS, Paragraph 11.5 of the Agreement states:

12 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Class Representative and M4D, respectively, to
14 take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Agreement to effectuate its terms, and to execute any other documents
reasonably required to effectuate the terms of this Agreement including any
amendments to this Agreement.

16 D. WHEREAS, on September 18, 2023, the Parties entered into an Addendum to Class
17 Action and PAGA Settlement Agreement (the “Addendum”), incorporating into the Agreement the
18 following additional provision:

19 The Parties agree that the Court shall have continuing jurisdiction over the Agreement
20 and settlement terms pursuant to California Code of Civil Procedure § 664.6.

21 E. WHEREAS, the Parties now wish to amend the Agreement solely to alter the manner
22 and timing of settlement funding and disbursement by way of an installment payment plan.

23 NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through
24 their respective undersigned attorneys of record, agree that the following provisions of the Agreement
25 are hereby amended in the manner indicated as follows:

26 ///

27 ///

28 ///

1 **AMENDMENTS TO THE AGREEMENT**

2 1. Paragraph 4.3 of the Agreement is hereby amended and replaced to read as follows:

3 Funding of Gross Settlement Amount. M4D shall fully fund the Gross Settlement
4 Amount in four (4) equal Installments of \$187,500.00, and also fund the amounts
5 necessary to fully pay M4D’s share of payroll taxes on the pro-rata portions of
6 Individual Class Payments along with each Installment, by transmitting the funds to
7 the Administrator as follows: the First Installment shall be paid no later than 6 months
8 after the Effective Date; the Second Installment shall be paid no later than 12 months
9 after the Effective Date; the Third Installment shall be paid no later than 18 months
10 after the Effective Date; and the Fourth Installment shall be paid no later than 24
11 months after the Effective Date

12 2. Paragraph 4.4 of the Agreement is hereby amended and replaced to read as follows:

13 Payments from the Gross Settlement Amount. Within 14 calendar days after M4D
14 funds each Installment payment, the Administrator will distribute the amounts of the
15 Installments received by the Administrator pro-rata, by mailing checks for the pro-rata
16 portions of all Individual Class Payments, all Individual PAGA Payments, the LWDA
17 PAGA Payment, the approved Administration Expenses Payment, the approved Class
18 Counsel Fees Payment, the approved Class Counsel Litigation Expenses Payment, and
19 the approved Class Representative Service Payment. For each Installment,
20 disbursement of the pro-rata portions of the approved Class Counsel Fees Payment,
21 the approved Class Counsel Litigation Expenses Payment, and the approved Class
22 Representative Service Payment shall not precede disbursement of the pro-rata
23 portions of the Individual Class Payments and Individual PAGA Payments.

24 3. M4D shall be solely responsible for any additional administration fees over \$9,000.00
25 associated with the above mentioned distributions. In other words, any additional amounts owed to
26 CPT Group, Inc. for distribution above \$9,000.00 shall be paid by M4D outside of the Gross
27 Settlement Amount.

28 Dated: August 15, 2024

THE GOULD LAW FIRM
A Professional Law Corporation

By: /s/ Aarin Zeif
Michael A. Gould
Aarin Zeif
Attorneys for Plaintiff Kevin Lam

Dated: August 15, 2024

O’HAGAN MEYER LLP
Katherine C. Den Bleyker
William B. Richards, Jr.
Tatyana Esmailian

By: /s/ William B. Richards, Jr.
William B. Richards, Jr.
Attorneys for Defendant M4D, LLC