

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 247088 NAME: Aarin A. Zeif (SBN 247088) and Michael A. Gould (SBN 151851) FIRM NAME: The Gould Law Firm STREET ADDRESS: 161 Fashion Lane, Suite 207 CITY: Tustin STATE: Ca ZIP CODE: 92780 TELEPHONE NO.: 714-669-2850 FAX NO.: 714-544-0800 EMAIL ADDRESS: Aarin@wageandhourlaw.com ATTORNEY FOR (name): Plaintiff SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, Ca 92701 BRANCH NAME: Complex	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Trung Le et al. DEFENDANT/RESPONDENT: M4D LLC	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeded \$35,000) (Amount demanded was \$35,000 or less)</p>	CASE NUMBER: 30-2021-01182977

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): October 31, 2024
2. A copy of the judgment, decree, or order is attached to this notice. See Exhibit No. 1

Date: November 4, 2024

Aarin A. Zeif
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

EXHIBIT NO. 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,

v.

M4D LLC,

Defendant.

CASE NO.: 30-2021-01182977

[Honorable Judge Melissa R. McCormick,
Dept. CX104]

**ORDER GRANTING PLAINTIFF KEVIN
LAM'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

FAC Filed: August 11, 2022
Complaint Filed: February 5, 2021

1 Before the Court is Plaintiff Kevin Lam’s (“Lam” or “Plaintiff”) unopposed Motion for
2 Final Approval of Class Action and PAGA Settlement. Plaintiff and Defendant M4D, LLC
3 (“M4D” or “Defendant”) (collectively, the “Parties”) have entered into a Class Action and
4 PAGA Settlement Agreement (the “Agreement” or “Settlement”), an Addendum to Class Action
5 and PAGA Settlement Agreement (the “Addendum”), and an Amendment to Class Action and
6 PAGA Settlement (the “Amendment”). The Court, having reviewed and considered the Motion,
7 its accompanying memorandum, the Agreement, the Addendum, and the Amendment, and the
8 declarations in support thereof (and all exhibits thereto), finds that the Motion should be, and
9 hereby is, GRANTED. The Court finds and concludes as follows: This Order incorporates the
10 Agreement, the Addendum, and the Amendment. The Court has jurisdiction over the subject
11 matter of this proceeding and over all Parties to this proceeding. In addition, the Court has
12 personal jurisdiction over all parties with respect to the Action and the Agreement, the
13 Addendum, and the Amendment.

14 **CERTIFICATION OF SETTLEMENT CLASS**

15 Plaintiff Kevin Lam previously moved for entry of an order preliminarily certifying the
16 following proposed Class for settlement purposes: “all individuals who worked for M4D as
17 nonexempt employees in California at any time between February 5, 2017 and August 28,
18 2022.” (“Settlement Class”) By Court Order dated October 18, 2023, the Court granted that
19 motion.

20 The Court, having considered the Parties’ arguments and the evidence submitted in
21 support of those arguments finds that all requirements of certification for settlement purposes
22 continue to be met for the proposed Settlement Class.

23 The Court therefore confirms its previous conditional certification of the Settlement
24 Class for settlement purposes and confirms its previous order appointing The Gould Law Firm
25 and Garcia & Pham to serve as Class Counsel.

26 **FINAL APPROVAL OF THE PROPOSED SETTLEMENT**

27 For the reasons stated in greater detail below, the Court grants final approval to the
28 proposed Settlement as fair, reasonable, and adequate. Defendant shall pay \$750,000.00 as set

1 forth in the Settlement, Addendum and Amendment. The Court finds that the individual Class
2 Payments provided for by the terms of the Agreement are fair and reasonable. The Court orders
3 the payment of those individual Class Payments to Settlement Class Members in accordance
4 with the terms of the Agreement, the Addendum, and the Amendment. In making this final
5 approval finding, the Court considered the nature of the claims, the amounts of benefits paid and
6 received in the Settlement, the allocation of settlement payments among Settlement Class
7 Members, and the fact that the Settlement represents a compromise of the Parties' respective
8 positions rather than the result of a finding of liability at trial. The Court further finds that the
9 terms of the Agreement, the Addendum, and the Amendment have no obvious deficiencies and
10 do not improperly grant preferential treatment to any individual Class Member.

11 **NOTICE AND ADMINISTRATION**

12 The Parties have designated CPT Group, Inc. as the Settlement Administrator. CPT
13 Group has submitted a declaration, which this Court has reviewed, which confirmed that Class
14 Notice was provided to the Settlement Class pursuant to the Preliminary Approval Order of
15 October 18, 2023, and the procedures set forth in the Agreement. The Settlement Administrator
16 shall continue to perform all the duties of the Settlement Administrator set forth in the
17 Agreement and Amendment. Settlement Administrator CPT Group will calculate Individual
18 Class Payments to Class Members and distribute those awards. The Court finds that the Class
19 Notice provided to the Settlement Class, as described in CPT Group's Declaration, satisfied the
20 requirements of due process and California law and provided the best notice practicable under
21 the circumstances, including individual notice to all Settlement Class Members who could be
22 identified through reasonable effort. The Class Notice was reasonably calculated to apprise
23 Settlement Class Members of the nature of this litigation; the scope of the Settlement Class, the
24 Class claims, issues, or defenses; the terms of the Settlement Agreement; the right of Settlement
25 Class Members to appear, object to the Settlement Agreement, and exclude themselves from the
26 Settlement Class and the process for doing so; of the Final Approval Hearing; and of the binding
27 effect of a class judgment on the Settlement Class.

1 **OBJECTIONS AND EXCLUSIONS**

2 The Court notes that no Class Members filed objections to the Settlement, no Class
3 Members requested to opt out of the Settlement, and there were no workweek challenges, i.e. no
4 disputes were received. All Settlement Class Members shall be bound by the terms of the
5 Agreement, the Addendum, and the Amendment upon entry of this Final Approval Order.

6 **PAGA**

7 As part of the Settlement, Plaintiff seeks approval of PAGA Penalties to the
8 California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees
9 defined as “an individual who worked for M4D as a nonexempt employee in California at any
10 time between February 5, 2020 and August 28, 2022.” Defendant’s records reflect that there
11 are 48 Aggrieved Employees within the PAGA Period. The Court approves \$25,000.00 of the
12 Gross Settlement Amount of \$750,000.00 to be allocated for PAGA Penalties, with 75%
13 (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the
14 Individual PAGA Payments. The Court finds the settlement of PAGA Penalties in this Action
15 to be fair, reasonable, to serve public interest, and to be consistent with PAGA’s objectives.

16 **ATTORNEYS’ FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT**

17 The Court has reviewed the declarations regarding Plaintiff’s efforts in this case and
18 hereby determines that the requested Class Representative Service Payment to Class
19 Representative Kevin Lam of \$10,000.00 is appropriate under the circumstances of the case and
20 the time and effort spent by Plaintiff in litigating the case on behalf of the Class. The Court finds
21 and determines that the attorneys’ fees request of \$250,000.00, or one third of the Gross
22 Settlement Amount, is reasonable. The Court further finds and determines that the litigation
23 costs request of \$10,345.35 is reasonable in amount. Pursuant to the terms of the Settlement, and
24 the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards
25 Class Counsel attorneys’ fees in the amount of \$250,000.00 and litigation costs in the amount of
26 \$10,345.35 to be paid from the Gross Settlement Amount as final payment for and complete
27 satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel.
28 The Court finds and determines that the payment to CPT Group in the amount of \$9,000.00 is

1 fair and reasonable for settlement administration in a class of this size. Defendant or any
2 Released Parties, as defined in the Agreement, shall not have any further liability in this Action
3 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
4 as provided for by the Agreement, the Addendum, and the Amendment or in any action to
5 enforce the terms of the Settlement.

6 **JUDGMENT**

7 The Court hereby enters FINAL JUDGMENT in this case in accordance with the terms
8 of the Agreement, the Addendum, and the Amendment, Preliminary Approval Order, and this
9 Order. Defendant shall pay \$750,000.00 in accordance with the aforementioned documents.
10 Nothing in this Order or Judgment shall preclude any action to enforce the Parties' obligations
11 pursuant to the Agreement or pursuant to this Order, including the requirement that Defendant
12 make payments in accordance with the terms of the Agreement, the Addendum, and the
13 Amendment. In accordance with, and for the reasons stated in this Order, judgment shall be
14 entered. Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction
15 over the Parties to enforce the terms of the settlement and judgment.

16 The Settlement Administrator shall post a copy of this order/judgment on the website it
17 maintains for this matter for at least 180 days.

18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

19
20 DATED: October 31, 2024

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23 Melissa R. McCormick
24 Judge of the Superior Court
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PROOF OF SERVICE
STATE OF CALIFORNIA

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 161 Fashion Lane, Suite 207, Tustin, Ca 92780. On November 04, 2024, I served the within document(s):

- **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF KEVIN LAM'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT**

In the matter of **Le v. M4D LLC, 30-2021-01182977**, on the following interested party(ies) in this action:

William Richards wrichards@ohaganmeyer.com Katherine C. Den Bleyker kdenbleyker@ohaganmeyer.com O'HAGAN MEYER 4695 MacArthur Ct., Suite 900 Newport Beach, Ca 92660	Representing: M4D LLC.
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(By Mail) The envelope was mailed with postage thereon fully prepaid. As follows: 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 thereon fully prepaid at Tustin, 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.

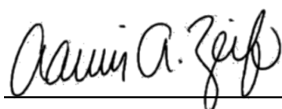
(By Hand Delivery) I delivered the within documents to the attorney service for delivery to the person(s) at the address(es) set forth below with instructions that such envelope be delivered personally on November 04, 2024.

(By Overnight Mail) I am readily familiar with the firm's practice of collection and processing correspondence for mailing with FedEx. Under that practice it would be deposited with FedEx on that same day thereon fully prepaid at Tustin, California in the ordinary course of business. The envelope was sealed and placed for collection and mailing on that date following ordinary business practices.

(By Electronic Mail) The document listed above was transmitted via email to the email address(es) noted above

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 04, 2024, at Tustin, California



Aarin A. Zeif