

Michael A. Gould (SBN 151851)
Michael@wageandhourlaw.com
Aarin A. Zeif (SBN 247088)
Aarin@wageandhourlaw.com
THE GOULD LAW FIRM
A Professional Law Corporation
161 Fashion Lane, Suite 207
Tustin, California 92780
Telephone: (714) 669-2850
Telecopier: (714) 544-0800

Robert N. Phan (SBN 217283)
GARCIA & PHAN
A Professional Law Corporation
17011 Beach Blvd., Ste. 900
Huntington Beach, CA 92647
Telephone: 714-848-8200
Telecopier: 714-677-4005

Attorneys for Plaintiffs
Trung Le and Kevin Lam

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, and DOES 1 through 25,

Defendants.

) **CASE NO.: 30-2021-01182977**
) [Honorable Judge Peter Wilson, Dept. CX101]
)

) **DECLARATION OF MICHAEL A.**
) **GOULD IN SUPPORT OF PLAINTIFF**
) **LAM'S MOTION FOR CONDITIONAL**
) **CLASS CERTIFICATION AND**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**
)

) **Date: May 25, 2023**
) **Time: 2:00 p.m.**
) **Dept.: CX101**
)

) Complaint Filed: February 5, 2021
) Trial Date: None Set
)
)

1 I, Michael A. Gould, declare:

2 1. I represent the named Plaintiffs, Kevin Lam (“Lam”) and Trung Le (“Le”), the
3 Members of the Proposed Class, and Aggrieved Employees in this case. I am one of the
4 attorneys who have been responsible for the prosecution of Plaintiffs’ claims on behalf of the
5 Class. I make the statements herein based on personal knowledge and would so testify if called
6 as a witness.

7 2. This Declaration is submitted in support of Plaintiff’s Request for an Order
8 Granting Plaintiff’s Motion for Conditional Class Certification and Preliminary Approval of
9 Class Action and PAGA Settlement.

10 3. On February 5, 2021, Plaintiff Trung Le filed a class action against M4D, LLC
11 (“Defendant” or “M4D”) in Orange County Superior Court. Plaintiff’s Complaint generally
12 alleges that Defendant M4D failed to provide meal periods, failed to provide rest breaks, failed
13 to pay all minimum wages, failed to pay all overtime wages, failed to provide all wages due at
14 separation, and failed to provide proper and accurate itemized statements. On August 11, 2022,
15 the Complaint was amended to add a seventh cause of action for violations of PAGA (Cal. Lab.
16 Code §§ 2698, *et seq.*) and to add Kevin Lam as a Plaintiff in the action. Therefore, Plaintiffs’
17 operative Complaint alleges: (1) failure to pay overtime wages (Cal. Lab. Code §§ 510, 1194); (2)
18 failure to provide accurate itemized wage statement (Cal. Lab. Code § 226); (3) failure to pay all
19 wages due at termination (Cal. Lab. Code §§ 201, 202, and 203); (4) unfair and unlawful business
20 practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); (5) failure to pay minimum wages (Cal. Lab.
21 Code § 1197, 1194, 1194.2, and 204); (6) failure to provide meal and rest breaks (Cal. Lab. Code
22 §§ 512, 226.2, and 226.7); and (7) PAGA violations (Cal. Lab. Code §§ 2699 *et seq.*).

23 4. Throughout this litigation, Defendant M4D has disputed Plaintiffs’ claims.
24 Defendant M4D argues that it had compliant written meal and rest policies, provided all
25 nonexempt employees with compliant meal periods and rest breaks at all times, prohibited all
26
27
28

1 nonexempt employees from working during meal periods, and authorized and permitted all
2 nonexempt employees to take rest breaks at all times.

3 5. Plaintiffs have conducted sufficient formal and informal discovery in this action
4 to evaluate the strengths and weaknesses of Plaintiffs' claims and Defendant's asserted defenses.
5 Plaintiffs propounded written discovery, analyzed Defendant's responses thereto, and read and
6 review relevant documents relevant to this action, including Plaintiffs' employment file, payroll
7 records, and Defendant's written policies and practices.

8 6. Following written formal discovery, the parties agreed to attend a mediation in an
9 attempt to resolve the matter. I attended an all-day mediation with experienced mediator and
10 retired judge, Hon. Carl West.

11 7. Prior to mediation, Defendant M4D provided me with informal discovery,
12 information and documents, including, *inter alia*: (1) a randomized sampling of time and payroll
13 records for 10% of the estimated 84 Class Members; (2) Class data points, including, for both
14 current and formerly-employed Class Members between the start of the Class Period (February
15 5, 2017) and the date of mediation (June 28, 2022), total numbers of Class Members, average
16 hourly rates of pay, and approximate total numbers of workweeks worked and pay periods; (3)
17 PAGA (and wage statement penalty) group data points, including, for both current and formerly-
18 employed Aggrieved Employees between the start of the PAGA Period (February 5, 2020) and
19 the date of mediation (June 28, 2022), total numbers of Aggrieved Employees and approximate
20 total numbers of workweeks worked and pay periods; and (4) all wage and hour policy
21 documents and employee handbooks in effect during the Class and PAGA Periods. This data and
22 documents allowed me to analyze the claims in this action and damages thereto on a class
23 wide/representative basis. I believe Plaintiff's investigation was sufficient to satisfy the criteria
24 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
25 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
26 ("Dunk/Kullar").
27
28

1 8. With Hon. Judge Carl West’s assistance, the Parties were able to resolve the
2 matter at mediation for a total sum of \$750,000.00. Thereafter, the parties reduced their
3 agreement to a final written settlement agreement, Class Action Settlement and PAGA
4 Agreement (“Settlement Agreement”), which is attached hereto as Exhibit No. 1. Attached as
5 Exhibit A to the Settlement Agreement is the Notice of Class Action Settlement and Hearing
6 Date For Final Court Approval (“Class Notice”) agreed upon by the Parties, which shall be sent
7 to the Class Members and Aggrieved Employees if the Court preliminarily approves the
8 Settlement.

9 9. Based on my experience litigating this case and in negotiating with Defendant
10 M4D during mediation, I believe that the Settlement is the result of arm’s-length negotiations
11 between experienced attorneys on both sides who were familiar with class action litigation in
12 general and with the legal and factual issues of this case in particular.

13 10. Defendant M4D has informed me, and on that basis (and from reviewing the
14 documents produced by Defendant in this case) I believe, that there are approximately 84 Class
15 Members who collectively worked a total of approximately 10,500 Workweeks (between the
16 start of the Class Period on February 5, 2017 and the date of mediation on June 28, 2022), and 42
17 Aggrieved Employees who collectively worked a total of approximately 2,000 PAGA Pay
18 Periods (between the start of the PAGA Period on February 5, 2020 and the date of mediation on
19 June 28, 2022).

20 11. As noted above, Defendant M4D provided certain data and a sampling of records
21 on an informal basis prior to mediation. My office thoroughly reviewed and analyzed the
22 sampling of records and data provided by Defendant M4D prior to mediation. From this
23 information, my office determined that the records revealed a meal period noncompliance rate of
24 approximately 33%. Under *California Labor Code* § 226.7, an employer who fails to provide a
25 meal or rest period in violation of California Labor Law must pay the employee one additional
26 hour of pay at the employee’s regular rate of compensation for each workday that the meal or
27

1 rest period was not provided. Therefore, my office estimates meal period and rest period
2 damages on a class wide basis amount to \$599,098.50 [10,500 (total class work weeks) x 10
3 (violations per week) \$17.29 (average rate of pay) x .33 (noncompliance rate)]. Moreover,
4 Class Members sought damages in this action for overtime and minimum wages owed for
5 interrupted meal periods. My office estimates damages for these causes action amount to
6 approximately \$113,474.70 [10,500 (total class work weeks) x .4167 (25 minutes per week) x
7 \$17.29 (average rate of pay) x 1.5 (overtime rate)]. While wages owed for interrupted meal and
8 rest periods could be minimum wages owed or overtime wages owed, depending on the total
9 amount of hours worked by employees each day wherein the violation occurred, calculations for
10 these claims were liberally estimated as overtime wages owed. Therefore, if only minimum
11 wages were owed for the times employees worked off the clock due to interrupted meal periods,
12 the total potential damages owed would be less than the estimates provided herein.

13 12. Under *California Labor Code* § 226(e), an employer who fails to provide
14 employees with proper itemized statements is required to pay \$50 for the initial pay period in
15 which the violation occurs, and \$100 per employee for each violation in a subsequent pay
16 period, not exceeding \$4,000 per employee. At all times during this action, Defendant argued
17 that Plaintiff faced an uphill battle on this claim because Plaintiff could not show a knowing,
18 intentional violation on Defendant M4D's part. Penalties under *California Labor Code* § 226
19 are estimated to be approximately \$168,000 [42 (number of aggrieved employees) x \$4,000
20 (maximum penalty under the statute)].

21 13. Under *California Labor Code* § 203, an employer that "willfully fails to pay" an
22 employee wages owed upon termination shall continue to pay the employee at his or her regular
23 rate of pay until the wages are actually paid, up to thirty days after termination. Under this claim,
24 all former employees are potentially owed wages as a result of the unpaid wages for overtime,
25 minimum wages and meal and rest breaks. Penalties under *California Labor Code* § 203 are
26 estimated to be approximately \$236,527.20 [57 (number of former Class Members) x \$17.29
27
28

1 (average rate of pay) x 8 x 30).]]. At all times in this action, Defendant vigorously asserted that
2 it had compliant written meal period and rest break policies thereby establishing a good faith
3 dispute that any wages were due, thus precluding recovery by the Class Members of § 203
4 penalties on a classwide basis.

5 14. PAGA penalties are calculated based upon the amount set forth in the Labor Code
6 provision at issue. If the individual code provision does not set forth a penalty amount, the
7 default penalty set forth in Labor Code § 2699(f) is used: \$100 for each aggrieved employee per
8 pay period for the initial violation and \$200 for each subsequent violation. PAGA penalties are
9 estimated to amount to \$199,900 (1,999 (pay periods during PAGA period) x \$100 (initial
10 penalty). See *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 holding that the
11 “subsequent” violation penalty rate for a Labor Code violation does not apply until an employer
12 is notified that its conduct violates the law. Moreover, in exploring the settlement of any PAGA
13 action, the critical fact that Courts have broad discretion in approving PAGA penalties must be
14 heavily taken into consideration. *California Labor Code* § 2699(e)(2) states, “[i]n any action by
15 an aggrieved employee seeking recovery of a civil penalty . . . a court may award a lesser
16 amount than the maximum civil penalty amount specified by this part if, based on the facts and
17 circumstances of the particular case, to do otherwise would result in an award that is unjust,
18 arbitrary and oppressive, or confiscatory.”

19 15. The total estimated potential liability for meal and rest period violations, unpaid
20 overtime/unpaid minimum wages, wage statement penalties, failure to pay all wages upon
21 separation penalties, and PAGA penalties amounts to \$1,317,000.40. Viewing the Net
22 Settlement Fund of \$452,000 as a percentage of this potential liability means that under the
23 Settlement, Class Members will receive $\$452,000 \div \$1,317,000.40$ or 34.32% of the estimated
24 liability recovery in this case for these claims, while allowing them to avoid the risks of losing
25 class certification and liability of these claims at trial. In light of the risks faced by Plaintiffs in
26 the case in proceeding with their claims on a class basis, certifying the class through trial, and
27

1 demonstrating liability on all claims, I believe that the settlement reached between the Parties is
2 a great result for Class Members and Aggrieved Employees. The Settlement reached in this case
3 is fair, adequate, reasonable, and in the best interests of the proposed Class Members.

4 16. The Gross Settlement amount is \$750,000. If all of the requested amounts are
5 approved by the Court, the Net Settlement Fund will be approximately \$452,000. This figure
6 was calculated as follows: \$750,000- \$18,750 (LWDA payment) - \$10,000 (Service payment) -
7 \$250,000 (attorneys' fees) -\$12,500 (litigation costs) - \$6,750.00 (administration costs) =
8 \$452,000. Therefore, the Settlement provides substantial relief for the Class: an estimated
9 average payment of over \$5,380 per Settlement Class Member.

10 17. Based on my knowledge of this case and my more than thirty-two (32) years of
11 experience litigating wage-and-hour class action cases similar to this one, I fully support the
12 settlement reached by the Parties as fair and as providing reasonable and substantial relief to the
13 Class Members—particularly in light of the possible challenges in certifying Plaintiffs' claims as
14 class claims, in maintaining that certification through trial, and in demonstrating Plaintiffs'
15 claims on the merits.

16 18. In short, given the possibility that Plaintiffs would not be able to establish class-
17 wide liability and demonstrate the full extent of damages against Defendants, I believe that
18 settlement now on the terms obtained in the Settlement Agreement is in the best interests of the
19 Class.

20 19. The Settlement, the notice of motion for conditional class certification, and
21 preliminary approval of class action settlement, and the brief in support of the motion have been
22 submitted to the LWDA by my office.

23 **ATTORNEY'S FEES AND COSTS**

24 20. Attorney's fees agreed to under the settlement were arrived at by using Class
25 Counsel's lodestar. The payment of these attorneys' fees and costs by M4D will cover all work
26 performed and all expenses incurred to date; and all work to be performed and expenses to be
27

1 incurred up to and including entry of Final Judgment. To date, the Gould Law Firm's total
2 lodestar in this matter amounts to \$166,035 (See attached Exhibit Nos. 2 and 3) and Garcia &
3 Phan's total lodestar amounts to \$99,697.50 (See attached Exhibit No. 4). Therefore, the total
4 lodestar for Class Counsel amounts to \$265,732.50. Under the settlement, Class Counsel is
5 requesting attorney's fees in the amount of \$250,000, which is less than the lodestar of Class
6 Counsel, without a multiplier. I believe that the attorneys' fee payable to Class Counsel are fair,
7 reasonable and consistent with Class Action and attorney's fees principles. I submit that
8 significant additional work will still be required after preliminary approval is given, including
9 class claims administration, communication with Class Members and the claims administrator,
10 and final approval.

11 21. My normal hourly rate for litigating this type of case is \$850 per hour. Since I
12 have worked in the County of Orange over the last 32 years, I have come to know many local
13 attorneys that practice in this county and specifically practice this type of litigation. Based on my
14 experience I know that the hourly rate of \$850 per hour is a reasonable hourly rate charged in
15 Orange County. The December 2016 edition of the Westlaw CourtExpress Legal Billing Report
16 demonstrates the rates charged by other law firms in the California region. Attorneys in
17 California firms with comparable years of experience to my experience are billing at the
18 following rates:

19 \$1,110 ... Oscar Garza of Gibson Dunn & Crutcher admitted in 1990

20 \$1,110 ... Jennifer Bellah Maguire of Gibson Dunn & Crutcher admitted in 1991

21 \$1,150 ... Michael Tuchin of Klee, Tuchin, Bogdanoff & Stern, LLP admitted in 1990

22 \$1,250 ... Peter M. Gihuly of Latham & Watkins LLP admitted in 1990

23 The Legal Billing Report demonstrates that the rates charged in this action are within the range
24 of the rates found reasonable for other law firms.

25 22. Attorney Aarin A. Zeif's hourly rate is \$600 per hour. Ms. Zeif has been an
26 attorney for over sixteen (16) years and practiced employment/labor law since 2006. At The
27

1 Gould Law Firm, Ms. Zeif is responsible for every aspect of the case up to trial, including
2 meeting with the client, preparing the Complaint, preparing and responding to discovery,
3 attending Status Conferences and Motion Hearings, preparing and responding to Motions, taking
4 and defending depositions, preparing trial preparing and paperwork, often times sitting second
5 chair at trial, post-trial motions, and appeals if necessary. Ms. Zeif has also tried employment
6 law cases to judgment. Ms. Zeif has litigated wage and hour class actions in both state and
7 federal court on the issues of overtime compensation and misclassification, meal and rest breaks,
8 vacation, final payments at time of termination, off-the-clock compensation, minimum wage
9 violations, and failure to properly calculate premium wage rate, class actions involving the
10 executive exemption, the administrative exemption, the outside sales exemption, the
11 commissioned sales exemption, and the motor carrier exemption. Ms. Zeif has written may
12 appellate briefs on issues relating to employment law, six of which involved wage and hour
13 issues. Three of these appeals involved appeals taken from wage and hour class action cases and
14 issues relating to: meal and rest periods, whether a class action settlement in the amount of
15 \$1,000,000.00 was fair, adequate and reasonably, and whether the release language in a class
16 action settlement was overbroad. Ms. Zeif has three Appellate published opinions on issues
17 relating to employment law, one of which related to an appeal taken from a wage and hour class
18 action case. Based on my experience I know that Ms. Zeif's hourly rate of \$600.00 per hour is a
19 reasonable hourly rate charged for this type of litigation and for attorneys with similar
20 experience.

21 The Legal Billing Report demonstrates that the rates charged in this action are within the
22 range of the rates found reasonable for other law firms. Attorneys in California firms with
23 comparable years of experience to my experience are billing at the following rates:

24 \$885 ... Anil John Kalia of DLA Piper LLP admitted in 2007

25 \$945 ... Mark H. Boxer of DLA Piper LLP admitted in 2007

26 \$865 ... Douglas M. Champion of Gibson Dunn & Crutcher, LLP in 2006
27
28

\$785 ... Geneview G. Wiener of Gibson Dunn & Crutcher, LLP in 2007

\$855 ... D. Philip Kenny of Gibson Dunn & Crutcher, LLP in 2006

\$855 ...Shawn M. Domzalski ofGibson Dunn & Crutcher, LLP in 2006

\$795 ...Dina R. Bernstein of Gibson Dunn & Crutcher, LLP in 2006

23. Prior to the filing of this action, the Gould Law Firm and Garcia and Phan agreed to a fee sharing agreement—which Plaintiffs were advised of and agreed to—whereby the two firms would split all attorney’s fees 50/50.

24. My office undertook this class action on a purely contingent basis, with no assurance of recovering fees or litigation costs. Despite this lack of assurance, my office was (and remains) willing to expend considerable time and resources to prosecute the case on behalf of the Class.

25. The more than two years that my firm has committed to prosecuting this class action limited the firm's ability to take on other, potentially profitable work.

26. The costs expended on this litigation by my office as of the date of this declaration are approximately \$10,175,83 (See attached Exhibit No. 5). All costs advanced were necessary in prosecuting the Action on behalf of the Class and were reasonable in their amount. To date, my firm has not received reimbursement for any of these costs.

27. My office has dedicated substantial time and out-of-pocket costs to the litigation of this case and will continue to do so until the Settlement is approved and fully implemented. My office will continue to represent the Class vigorously through the final settlement approval process and will continue to collaborate with the Settlement Administrator to ensure that the settlement administration goes smoothly and that Class Members receive their settlement payments.

EXPERIENCE

28. I have been an attorney for over thirty-two (32) years and have practiced employment/labor law since 1995. I have personally handled numerous matters covering all

1 aspects of employment and labor law, including but not limited to federal and state wage and
2 hour cases, wrongful termination litigation, discrimination cases, administrative appeals
3 involving wage and hour and other employment issues, countless arbitrations, and various other
4 matters involving both traditional labor law (union/management law), and employment law
5 issues in the non-union context.

6 29. I have tried many employment law cases to verdict and I am a member of the
7 nation's most prestigious trial lawyers' association—the American Board of Trial Advocates
8 (ABOTA).

9 30. I have been Plaintiff's counsel in many wage and hour class actions involving
10 application of California Labor Law which have been certified and/or settled successfully after
11 comprehensive mediation and compromise, including:

- 12 a. Engelson v. Keebler Co., Orange County Superior Court, Case No. 02CC00305;
- 13 b. Mendias v. Randstad North America et al., Los Angeles County Superior Court,
14 Case No. BC269586;
- 15 c. Soto v. Brooks Street Companies, San Bernardino County Superior Court, Case
16 No. RCV062453;
- 17 d. Whiteside v. Gonzalez-Lopez, Inc., Orange County Superior Court, Case No.
18 03CC08242;
- 19 e. Altamirano v. Kraft Pizza Co., Orange County Superior Court, Case No.
20 03CC00253;
- 21 f. Kelly v. Hickory Farms, Los Angeles Superior Court, Case No. BC311769;
- 22 g. Alvarez v. Beneto, Inc., Los Angeles Superior Court, Case No. BC292601;
- 23 h. Pearson v. Club 215, Inc., San Bernardino County Superior Court, Case No.
24 SCVSS106690;
- 25 i. Erickson and Maddox v. Bath & Body Works, Inc., San Diego Superior Court,
26 Case No. GIC823899;
- 27
- 28

- 1 j. Lim v. Victoria's Secret, Orange County Superior Court, Complex, Case No.
2 04CC00213;
- 3 k. Martinez v. Auto Zone, Los Angeles Superior Court, Case No. BC311443;
- 4 l. Lagese v. TSA Stores, Inc., Los Angeles Superior Court, Case No. BC349078;
- 5 m. Serrano v. Graham's Towing, Orange County Superior Court, Case No.
6 05CC00287;
- 7 n. Pinero v. Lawry's Restaurants, Inc., Orange County Superior Court, Case No.
8 05CC00275;
- 9 o. Tilden v. Mastro's Ocean Club Beach Road, LLC, Orange County Superior Court,
10 Case No. 06CC00135;
- 11 p. Lopez v. Louis Vuitton U.S. Manufacturing, Inc., Los Angeles Superior Court,
12 Case No. BC361116;
- 13 q. Halawanji v. Advantage Guard Services, Inc., Orange County Superior Court,
14 Case No. 06CC00158;
- 15 r. Padilla v. Dryer's, San Diego Superior Court, Case No. GIC846185;
- 16 s. Zacharia v. Big 5, Los Angeles Superior Court, Case No. BC368141;
- 17 t. Coles v. Sally Beauty, Los Angeles Superior Court, Case No. BC359524;
- 18 u. Reyes v. Andrews' Sons, Inc., San Bernardino Superior Court, Case No.
19 RCV097205;
- 20 v. Pinkney v. 24 Rail, LLC, San Diego Superior Court, Case No. 37-2009-00083790;
- 21 w. Fuller v. Kelly Services, Inc., Los Angeles Superior Court, Case No.
22 BC296800;
- 23 x. Gadzinski v. In-N-Out Burger, Inc., Orange County Superior Court, 30-2008-
24 00180073.
- 25 y. Myers v. The County of San Bernardino, Central District Court, Case No. 5:14-cv-
26 00245-JGB-DTB;
- 27
28

- 1 z. Corral v. Watson Laboratory, Inc., Central District Court, Case No. EDCV12-
2 1650-ODW-SPx);
3
4 aa. Tavis v. Childtime Childcare, Inc. et al, Central District Court, Case
5 No. 10-CV-01111 CJC-JEMx;
6
7 bb. Wazeer v. SOS Security Incorporated, Central District Court, Case
8 No. CV 09-1227-VBF-FFFMx;
9
10 cc. Minor v. Fedex Office and Print Services, Inc., Northern District Court, Case No.
11 09-01375 TEH;
12
13 dd. Gates v. Washington Mutual Financial Services, Inc., Central District Court, Case
14 No. CV 05-6061 CAS-SSx
15
16 ee. In Re: Bank of America Wage and Hour Employment Practices Litigation,
17 District of Kansas, Case No. 2:10-md-02138-JWL-KGS
18
19 ff. Barbosa v. Medcredit, Central District, Central District, Case No. 5:14-cv-
20 00063- VAP-SP.
21
22 gg. Brown v. Footlocker, Central District, Case No. 2:2005-cv-00461.

23 31. Because of the experience described above, I believe I am qualified to evaluate
24 the Class claims, to evaluate settlement versus trial on a fully informed basis, and, to evaluate the
25 viability of the defenses alleged by Defendant.

26
27 **CLASS REPRESENTATIVE ENHANCEMENT**

28 32. Although Plaintiff Lam was recently added to this matter, he took a tremendous
risk in settling this action and agreeing to be a class representative. Lam is a current employee
of Defendant, which inherently risks the potential stigma and potential retaliation from
Defendant for joining the lawsuit and helping to finalize the settlement. Upon amendment to the
Complaint, Lam participated in the litigation and has been informed of all aspects of the
litigation. As part of the settlement, Lam will sign a general release of claims. Additionally,

1 Lam accepted the potential risk of being liable for Defendant's costs if the case was
2 unsuccessful.

3 I declare under penalty of perjury that the foregoing is true and correct under the laws of
4 the State of California. Executed the 3rd day of May at Tustin, California.
5

6
7 THE GOULD LAW FIRM

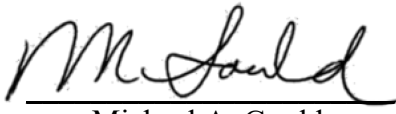
8 By: 
9 Michael A. Gould

Exhibit No. 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiff Kevin Lam (“Plaintiff”) and Defendant M4D, LLC (“Defendant” or “M4D”). The Agreement refers to Plaintiff Lam and Defendant M4D collectively as the “Parties,” or individually as a “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the lawsuit alleging wage and hour violations against M4D captioned Le et al. v. M4D, LLC initiated on February 5, 2021 and pending in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01182977-CU-OE-CXC.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means an individual who worked for M4D as a nonexempt employee in California at any time between February 5, 2020 and August 28, 2022.
- 1.5. “Class” means all individuals who worked for M4D as nonexempt employees in California at any time between February 5, 2017 and August 28, 2022.
- 1.6. “Class Counsel” means The Gould Law Firm and Garcia & Phan.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in M4D’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class

Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 5, 2017 to August 28, 2022.
- 1.13 “Class Representative” means named Plaintiff Kevin Lam.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for providing services in support of the Action.
- 1.15 “Court” means the Superior Court of the State of California, County of Orange.
- 1.16 “Defendant” or “M4D” means named Defendant M4D, LLC.
- 1.17 “Defense Counsel” means Lewis Brisbois Bisgaard & Smith LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$750,000.00 (Seven Hundred Fifty Thousand Dollars and Zero Cents) which is the total amount M4D agrees to pay under the Settlement except as provided in Paragraph 7 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods during the PAGA Period.
- 1.24 “Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Pay Period” means any Pay Period (bi-weekly) during which an Aggrieved Employee worked for M4D as a nonexempt employee in California during the PAGA Period, based on hire date, re-hire date(s) (as applicable), last date(s) worked (as applicable), and date(s) of any transition between nonexempt and exempt status (as applicable).
- 1.30 “PAGA Period” means the period from February 5, 2020 to August 28, 2022.
- 1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.32 “PAGA Notices” means Plaintiff Trung Le’s letter to M4D and the LWDA dated February 5, 2021 and Kevin Lam’s letter to M4D and the LWDA dated August 17, 2022 providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to LWDA (\$18,750.00) in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means named Plaintiff Kevin Lam.
- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.37 “Preliminary Approval Order” means the Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released Parties” means: M4D, LLC, and each of its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future, officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and or legal representatives.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for M4D as a nonexempt employee in California during the Class Period, based on hire date, re-hire date(s) (as applicable), last date(s) worked (as applicable), and date(s) of any transition between nonexempt and exempt status (as applicable).

2. RECITALS

- 2.1. On February 5, 2021, Plaintiff Trung Le commenced this Action by filing a Class Action Complaint alleging causes of action against M4D for (1) failure to pay overtime wages (Cal. Lab. Code §§ 510, 1194); (2) failure to provide accurate itemized wage statement (Cal. Lab. Code § 226); (3) failure to pay all wages due at termination (Cal. Lab. Code §§ 201, 202, and 203); (4) unfair and unlawful business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); (5) failure to pay minimum wages (Cal. Lab. Code § 1197, 1194, 1194.2, and 204); and (6) failure to provide meal and rest breaks (Cal. Lab. Code §§ 512, 226.2, and 226.7). On August 11, 2022, the Complaint was amended adding Kevin Lam as a Plaintiff in the Action and a seventh cause of action for violations of PAGA (Cal. Lab. Code §§ 2698, *et seq.*). The First Amended Class Action Complaint is the operative complaint in the Action (the “Operative Complaint”). M4D denies the allegations

in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), M4D and the LWDA received timely written notice of the PAGA Notices.
- 2.3. On June 28, 2022, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.), which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, information and documents, including, *inter alia*: (1) a randomized sampling of time and payroll records for 10% of the estimated 84 Class Members; (2) Class data points, including, for both current and formerly-employed Class Members between the start of the Class Period (February 5, 2017) and the date of mediation (June 28, 2022), total numbers of Class Members, average hourly rates of pay, and approximate total numbers of workweeks worked and pay periods; (3) PAGA (and wage statement penalty) group data points, including, for both current and formerly-employed Aggrieved Employees between the start of the PAGA Period (February 5, 2020) and the date of mediation (June 28, 2022), total numbers of Aggrieved Employees and approximate total numbers of workweeks worked and pay periods; and (4) all wage and hour policy documents and employee handbooks in effect during the Class and PAGA Periods. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7 below, M4D promises to pay \$750,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. M4D has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to M4D.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. M4D will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 7 of this Agreement, is currently estimated to be \$250,000.00, and a Class Counsel Litigation Expenses Payment of actual litigation costs not to exceed \$12,500.00. M4D will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds M4D harmless, and indemnifies M4D from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment as approved by the Court.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, M4D estimates there are 84 Class Members who collectively worked a total of approximately 10,500 Workweeks (between the start of the Class Period on February 5, 2017 and the date of mediation on June 28, 2022), and 42 Aggrieved Employees who collectively worked a total of approximately 2,000 PAGA Pay Periods (between the start of the PAGA Period on February 5, 2020 and the date of mediation on June 28, 2022).

- 4.2 Class Data. Not later than 15 calendar days after the Court grants Preliminary Approval of the Settlement, M4D will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. M4D has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. M4D shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay M4D's share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 calendar days after M4D funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the approved Administration Expenses Payment, the approved Class Counsel Fees Payment, the approved Class Counsel Litigation Expenses Payment, and the approved Class Representative Service Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to

Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).]

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate M4D to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when M4D fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5. 1 **Class Representative's Release.** Class Representative and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences relating to or arising out of the Class Representative's relationship with the Defendant, including, without limitation: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or ascertained during the Action and released under Paragraph 5.2 below; and (b) all PAGA claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, the PAGA Notices, or ascertained during the Action and released under Paragraph 5.2 below ("Class Representative's Release"). Class Representative's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Class Representative acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Class Representative now knows or believes to be true but agrees, nonetheless, that Class Representative's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Class Representative's discovery of them.

5.1.1. **Class Representative's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Class Representative's Release, Class Representative expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which

reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.”

- 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint in the Action, or that could have arisen out of the allegations in the Operative Complaint in the Action, for the duration of the Class Period, including, e.g., any and all claims involving: (1) any alleged failure to pay overtime wages; (2) any alleged failure to pay minimum wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest periods, or compensation in lieu thereof; (5) any alleged failure to pay wages due upon termination or resignation; (6) any alleged failure to provide compliant wage statements; and (7) any alleged unlawful, unfair, or fraudulent business acts or practices under California Business and Professions Code sections 17200, *et seq.* arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint. Except as set forth in Paragraph 5.3 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 benefits, disability benefits, social security benefits, workers’ compensation benefits, or claims based on facts occurring outside the Class Period.
- 5.3 Release by Non-Participating/Participating Class Members Who Are Aggrieved Employees: All Non-Participating/Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint in the Action and in the PAGA Notices, or that could have arisen out of the allegations in the Operative Complaint in the Action and in the PAGA Notices, for the duration of the PAGA Period, including, e.g., any and all claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with: (1) any alleged failure to pay overtime wages; (2) any alleged failure to pay minimum wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest periods, or compensation in lieu thereof; (5) any alleged failure to pay wages due upon termination or resignation; and (6) any alleged failure to provide compliant wage statements.

6. SETTLEMENT ADMINISTRATION.

- 6.1 Selection of Administrator. The Parties have jointly selected _____ to serve as the Administrator and verified that, as a condition of appointment, _____ agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 6.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 6.3 Notice to Class Members.
- 6.3.1 No later than 4 calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 6.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 6.3.3 Not later than 5 calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 6.3.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-

mailed.

- 6.3.5 If the Administrator, M4D, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

6.4 Requests for Exclusion (Opt-Outs).

- 6.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 6.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 6.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 6.4.4 Every Class Member who submits a valid and timely Request for Exclusion

is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. However, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.5 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

6.6 Objections to Settlement.

6.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

6.6.2 Participating Class Members may send written objections by mail to the Administrator. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re- mailed).

6.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.7.1 Email Address and Toll-Free Number. The Administrator will also maintain and monitor an email address and a toll-free telephone number to

receive Class Member calls and emails.

- 6.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 6.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 6.7.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 6.7.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 6.7.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number

only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, M4D estimates that there are 84 Class Members and approximately 10,500 Total Workweeks (between the start of the Class Period on February 5, 2017 and the date of mediation on June 28, 2022). If the number of Workweeks is ten percent (10%) higher, or 11,550 Workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 11,550 workweeks multiplied by the per Workweek Value.
8. **M4D, LLC'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, M4D may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if M4D withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, M4D will remain responsible for paying all Settlement Administration Expenses incurred to that point. M4D must notify Class Counsel and the Court of its election to withdraw within 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 9.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

- 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
11. **ADDITIONAL PROVISIONS.**
- 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by M4D that any of the allegations in the Operative Complaint have merit or that M4D has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that M4D's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment,

M4D reserves the right to contest certification of any class for any reasons, and M4D reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest M4D's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2. Confidentiality Prior to Preliminary Approval. Class Representative, Class Counsel, M4D, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys or accountants; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Class Representative, Class Counsel, M4D, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Class Representative and M4D, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant 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.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other

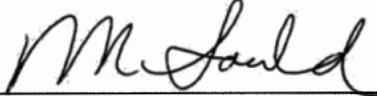
things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, M4D, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for

purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 02.03.23 By: 
Plaintiff Kevin Lam

Dated: 2/16/23 By: 
By: Michael A. Gould
Counsel for Plaintiff Kevin Lam

Dated: By: _____
Defendant M4D, LLC
By: _____
Its: _____

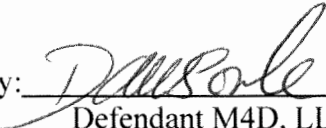
Dated: By: _____
By: Katherine Den Bleyker
Counsel for Defendant M4D, LLC

purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____ By: _____
Plaintiff Kevin Lam

Dated: _____ By: _____
By: Michael A. Gould
Counsel for Plaintiff Kevin Lam

Dated: 2/1/2023 By:  _____
Defendant M4D, LLC
By: DAWSON LE
Its: CEO

Dated: 2/2/2023 By:  _____
By: Katherine Den Bleyker
Counsel for Defendant M4D, LLC

Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Le et al. v. M4D, LLC

(Orange County Superior Court, Case No. 30-2021-001182977-CU-OE-CXC)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against M4D, LLC (“Defendant” or “M4D”) for alleged wage and hour violations. The Action was settled by an employee of M4D, Kevin Lam (“Plaintiff”), and seeks payment of: (1) back wages and penalties for a class of individuals who worked for M4D as nonexempt employees in California during the Class Period (February 5, 2017 to August 28, 2022) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all individuals who worked for M4D as nonexempt employees in California during the PAGA Period (February 5, 2020 to August 28, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring M4D to fund Individual Class Payments; and (2) a PAGA Settlement requiring M4D to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on M4D’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to M4D’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on M4D’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. Workweeks are based on hire date and, where applicable, re-hire date(s), last date(s) worked, and date(s) of any transition between nonexempt and exempt status. If you believe that you worked more workweeks as a nonexempt employee during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires M4D to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against M4D.

If you worked for M4D as a nonexempt employee in California during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against M4D.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against M4D, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

M4D will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against M4D that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. M4D must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively, as a nonexempt employee in California. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to M4D’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee of M4D. The Action accuses M4D of violating California labor laws by failing to pay all required overtime wages, pay minimum wages, pay wages due upon termination or resignation, provide meal periods or compensation in lieu thereof, provide rest breaks or compensation in lieu thereof, and provide accurate itemized wage statements, as well as engaging in unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Michael A. Gould and Arin A. Zeif of the Gould Law Firm (“Class Counsel.”)

M4D strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether M4D or Plaintiff is correct on the merits. In the meantime, Plaintiff and M4D hired an experienced retired judge in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than

continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and M4D have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, M4D does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) M4D has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. M4D Will Pay \$750,000.00 as the Gross Settlement Amount (“Gross Settlement”)
M4D has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, M4D will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$250,000.00 (33.33%), unless escalated pursuant to the Settlement Agreement, to Class Counsel for attorneys’ fees and up to \$12,500.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award to Plaintiff Kevin Lam for working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$6,750.00 to the Administrator for services administering the Settlement.

- D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and M4D are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. M4D will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and M4D have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. You must notify the Administrator by sending a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., “Non-Participating Class Members”) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against M4D.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA

claims against M4D based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and M4, have agreed that, in either case, the Settlement will be void: M4D will not pay any money and Class Members will not release any claims against M4D.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and M4D has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against M4D or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all class claims that were alleged, or reasonably could have been alleged, based on the facts contained in the First Amended Class and PAGA Representative Action Complaint in the Action, or that could have arisen out of the allegations in the First Amended Class and PAGA Representative Action Complaint in the Action, for the duration of the Class Period, including, e.g., any and all claims involving: (1) any alleged failure to pay overtime wages; (2) any alleged failure to pay minimum wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest periods, or compensation in lieu thereof; (5) any alleged failure to pay wages due upon termination or resignation; (6) any alleged failure to provide compliant wage statements; and (7) any alleged unlawful, unfair, or fraudulent business acts or practices under California Business and Professions Code sections 17200, *et seq.* arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint. Except as set forth in Section 5.3 of the Settlement 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 benefits, insurance benefits, disability benefits, social security benefits, workers’ compensation benefits, or claims based on facts occurring outside the Class

Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and M4D has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against M4D, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against M4D or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts contained in the First Amended Class and PAGA Representative Action Complaint in the Action and in the PAGA Notices filed with the LWDA on February 5, 2021 and August 17, 2022, or that could have arisen out of the allegations in the First Amended Class and PAGA Representative Action Complaint in the Action and in the PAGA Notices filed with the LWDA on February 5, 2021 and August 17, 2022, for the duration of the PAGA Period, including, e.g., any and all claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with: (1) any alleged failure to pay overtime wages; (2) any alleged failure to pay minimum wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest periods, or compensation in lieu thereof; (5) any alleged failure to pay wages due upon termination or resignation; and (6) any alleged failure to provide compliant wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods (bi-weekly) you worked during the PAGA Period as a nonexempt employee in California, as recorded in M4D's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept M4D's calculation of Workweeks and/or Pay Periods based on M4D's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and M4D's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Le et al. v. M4D, LLC*, Case No. 30-2021-001182977-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of her social security number for verification purposes). **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. **The deadline for sending written objections to the Administrator is_____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Le et al. v. M4D, LLC*, Case No. 30-2021-001182977-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for M4D, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on_____at (time) in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator.

9. HOW CAN I GET MORE INFORMATION?

To obtain additional information or write a statement in favor of the settlement, you can telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: Michael Gould and Aarin A. Zeif

Email Address: Aarin@wageandhourlaw.com

Name of Firm: The Gould Law Firm

Mailing Address: 161 Fashion Lane, Suite 207, Tustin, Ca 92780

Telephone: 714-669-2850

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit No. 2

<i>Attorney - Michael A. Gould</i>			
<u>Date</u>	<u>Task</u>	<u>Time</u>	<u>Amount</u>
4/20/2020	Corporate Research; Prepare Initial Draft of PAGA Letter; Prepare Fee Sharing Agreement	4.8	\$4,080.00
4/22/2020	Read and Review Plaintiff's 2017 Payroll	1.9	\$1,615.00
4/23/2020	Read and Review Plaintiff's 2019 and 2020 Payroll; Prepare Note to File	2.9	\$2,465.00
4/27/2020	Meeting re Payroll Records and Case Analysis	1	\$850.00
5/6/2020	Read and Review Email from OC	0.2	\$170.00
6/2/2020	Preliminary Investigation regarding class, locations, and number/kind of employees	6.7	\$5,695.00
6/8/2020	Research regarding venue, federal jurisdiction, PAGA issues relating to arbitration agreements, research regarding other cases, PAGA and individual matters	3.7	\$3,145.00
7/7/2020	Research regarding assets, PPP loan money, names and addresses	4.2	\$3,570.00
8/4/2020	Research re corporate research, owners, Piece rate calculations, and class certification issues	5.1	\$4,335.00
10/28/2020	Call with Co Counsel	0.3	\$255.00

10/29/2020	Read and Review Email from Co Counsel Prepare and Send Email to Co Counsel	0.3	\$255.00
11/6/2020	Read and Review Email from Co Counsel Prepare and Send Email to Co Counsel	0.1	\$85.00
11/17/2020	Read and Review Email from Co Counsel Prepare and Send Email to Co Counsel	0.1	\$85.00
2/4/2021	Read and Review Complaint; Note to File	0.9	\$765.00
2/9/2021	Read and Review Judicial Assignment; Judicial Research	0.3	\$255.00
3/9/2021	Read and Review Court Order	0.2	\$170.00
4/21/2021	Read and Review POS	0.1	\$85.00
5/7/2021	Read and Review Discovery Requests; Note to File	1.5	\$1,275.00
5/10/2021	Read and Review Defendant's CMC Brief; Prepare Note to the File; Read and Review Defendant's Answer	3.7	\$3,145.00
7/6/2021	Read and Review Email from OC	0.2	\$170.00
9/6/2021	Read and Review Meet and Confer re Discovery	0.8	\$680.00
9/9/2021	Read and Review Email from OC	0.1	\$85.00
9/20/2021	Read and Review 2 emails from OC; Call with OC;	0.2	\$170.00

9/23/2021	Research re potential mediators; Meeting re mediators	0.8	\$680.00
9/30/2021	Read and Review 4 Emails from OC	0.5	\$425.00
10/4/2021	Read and Review Defendant's Mediation Agreement; Read and Review email from OC;	1.3	\$1,105.00
10/6/2021	Meeting re Mediation Preparation	0.8	\$680.00
10/12/2021	Read and Review Letter from JAMS	0.3	\$255.00
10/21/2021	Read and Review Letter form JAMS	0.3	\$255.00
12/2/2021	Read and Review 2 Emails from OC	0.2	\$170.00
12/6/2021	Read and Review Court Order; Read and Review Email from OC; Prepare and Send Email to OC	0.5	\$425.00
4/18/2022	Meeting re Mediation information needed	0.9	\$765.00
4/21/2022	Read and Review Email from OC	0.1	\$85.00
4/29/2022	Call with OC; Read and Review Email from OC	0.4	\$340.00
5/17/2022	Read and Review Court Order	0.2	\$170.00
5/24/2022	Read and Review Notes in File re Mediation Data; Read and Review 2 Emails from OC	1.2	\$1,020.00
6/6/2022	Read and Review Letter from JAMS	0.2	\$170.00
6/10/2022	Read and Review Spreadsheet and Note to File	2	\$1,700.00
6/14/2022	Meeting re Mediation	1.1	\$935.00

6/22/2022	Read and Review Mediation Brief - make edits	2.1	\$1,785.00
6/24/2022	Review File, Prepare for Mediation, Meeting re Mediation	3.4	\$2,890.00
6/27/2022	Meeting re Mediation; Review File; Data	1.5	\$1,275.00
6/28/2022	Attend Mediation	10	\$8,500.00
6/28/2022	Read and Review D's MOU	0.9	\$765.00
6/29/2022	Read and Review Email from OC; Call with Co Counsel	0.4	\$340.00
7/5/2022	Read and Review Email from OC	0.1	\$85.00
7/12/2022	Read and Review 5 Emails from Co Counsel	0.5	\$425.00
7/15/2022	Meeting with Investigator; Call with OC	1.1	\$935.00
7/20/2022	Read and Review report from Investigator; Read and Review 4 Emails from Co Counsel; Prepare and Send 4 emails to Co Counsel	1.1	\$935.00
7/21/2022	Meeting re Investigation Report	0.9	\$765.00
7/22/2022	Call with Co Counsel; Read and Review 3 Emails from Co Counsel	1	\$850.00
7/22/2022	Read and Review Agreement re KL and Fee Sharing	0.4	\$340.00
7/26/2022	Read and Review Email from Co Counsel Prepare and Send Email to Co Counsel	0.1	\$85.00

	Read and Review Note to File re Discovery Responses and Documents; Meeting re Strategy; Read and Review Documents		
7/29/2022		3.4	\$2,890.00
8/1/2022	Call with OC	0.2	\$170.00
8/5/2022	Read and Review Email from OC	0.1	\$85.00
8/9/2022	Read and Review Court Order	0.2	\$170.00
8/11/2022	Read and Review Email from OC	0.1	\$85.00
8/12/2022	Read and Review Email from OC	0.1	\$85.00
8/13/2022	Read and Review Email from OC	0.1	\$85.00
8/16/2022	Read and Review email from OC	0.1	\$85.00
8/23/2022	Read and Review Signed MOU; Read and Review Email	0.7	\$595.00
10/26/2022	Read and Review 2 Emails from OC	0.2	\$170.00
11/2/2022	Read and Review Court Order	0.1	\$85.00
12/5/2022	Read and Review Email from OC	0.1	\$85.00
1/26/2023	Read and Review Email from OC	0.1	\$85.00
1/27/2023	Read and Review 4 Emails from OC	0.4	\$340.00
1/30/2023	Read and Review Court Order	0.1	\$85.00
2/2/2023	Read and Review 4 Emails from Co Counsel	0.4	\$340.00
2/3/2023	Read and Review Email from Co Counsel Prepare and Send Email to Co Counsel	0.1	\$85.00
2/8/2023	Read and Review Preliminary Approval Paperwork	1.5	\$1,275.00

	Read and Review Long Form Settlement		
2/14/2023	Agreement; Make Edits; Meeting	1.7	\$1,445.00
3/6/2023	Read and Review Defendant's Edits of PA Paperwork	0.9	\$765.00
3/24/2023	Read and Review Email from OC	0.1	\$85.00
<u>TOTAL</u>		<u>79.5</u>	<u>\$71,655.00</u>

Exhibit No. 3

Attorney - Aarin A. Zeif				
<u>Date</u>	<u>Task</u>	<u>Time</u>	<u>Amount</u>	
4/15/2020	Meeting with Co Counsel	2.6	\$1,560.00	
4/27/2020	Meeting re Payroll Records and Case Analysis	1	\$600.00	
5/6/2020	Read and Review Email from Co Counsel; Prepare and Send Email to CO Counsel	0.3	\$180.00	
10/28/2020	Read and Review Edits to Fee Sharing; Finalize; Read and Review Email from Co Counsel; Prepare Send Email to Co Counsel; Call with Co Counsel	1.2	\$720.00	
10/29/2020	Prepare and Send Email to Co Counsel; Read and Review Email from Co Counsel	0.2	\$120.00	
11/6/2020	Read and Review Email from Co Counsel; Prepare and Send Email to Co Counsel	0.2	\$120.00	
11/17/2020	Read and Review Email from Co Counsel; Prepare and Send Email to CO Counsel	0.2	\$120.00	
2/3/2021	Finalize PAGA Notice; Read and Review email notification re PAGA Notice; Prepare Complaint; Summons; Civil Case Cover	8.5	\$5,100.00	
2/5/2021	Finalize Complaint for Filing	0.5	\$300.00	

5/5/2021	Prepare CMC Brief; Email to Counsel Re Service	0.9	\$540.00
5/6/2021	Initial Preparation of Froggs, Set One, Froggs-Employment, RFPD, Set One, Sroggs, Set One; Read and Review Email from OC; Prepare and Send Email to OC	6.8	\$4,080.00
5/10/2021	Read and Review Defendants Answer; Prepare Note to File	0.9	\$540.00
5/11/2021	Finalize Discovery - Froggs, Set One, Froggs-Employment, RFPD, Set One, Sroggs, Set One	2.3	\$1,380.00
7/6/2021	Read and Review Email from OC; Prepare and Send Email to OC	0.3	\$180.00
7/27/2021	Read and Review Responses to Froggs, Set One, Froggs-Employment, RFPD, Set One, Sroggs, Set One; Read and Review Documents Produced; Prepare Note to File; Analyze Records	4.5	\$2,700.00
7/28/2021	Continue Review Responses to Froggs, Set One, Froggs-Employment, RFPD, Set One, Sroggs, Set One; Read and Review Documents Produced; Prepare Note to File; Analyze Records	5.6	\$3,360.00
8/16/2021	Prepare CMC Brief; Send Email to OC; Review Edits	1.4	\$840.00

8/30/2021	Read and Review of Documents produced by Defendant; Prepare Note to file	3.5	\$2,100.00
8/31/2021	Continue Review of Documents produced by Defendant; Prepare Note to file	2.9	\$1,740.00
9/3/2021	Initial Preparation of Meet and Confer correspondence re discovery	1.8	\$1,080.00
9/8/2021	Finalize Meet and Confer Email re D's discovery responses; PS email to OC	0.9	\$540.00
9/9/2021	Read and Review Email from OC; Prepare and Send Email from OC	0.2	\$120.00
9/20/2021	Read and Review 2 emails from OC; Call with OC;	0.2	\$120.00
9/23/2021	Meeting re potential mediators; Note to File	0.3	\$180.00
9/30/2021	Prepare and Send 4 Emails to OC; Read and Review 4 Emails from OC	1.2	\$720.00
10/4/2021	Read and Review Defendant's mediation agreement; Read and Review Email from OC	1.6	\$960.00
10/6/2021	Meeting re Mediation Preparation	0.8	\$480.00
11/30/2021	Prepare CMC Brief; Prepare and Send Email to OC	0.8	\$480.00

12/2/2021	Read and Review Joint CMC Statement; Prepare Edits; Prepare and Send 2 Emails to OC; Read and Review 2 Emails from OC	1.4	\$840.00
12/6/2021	Read and Review Email from OC	0.1	\$60.00
4/18/2022	Meeting re Mediation information needed; Note to File	1.2	\$720.00
4/21/2022	Read and Review Email from OC	0.1	\$60.00
4/25/2022	Prepare and Send Email to OC	0.1	\$60.00
4/29/2022	Read and Review Email from OC; Call with OC	0.4	\$240.00
5/24/2022	Read and Review Letter from Defendant re Mediation; Prepare Notes to File; Read and Review 2 Emails from OC	1.5	\$900.00
6/1/2022	Read and Analyze Class Data; Make Spreadsheet	6.8	\$4,080.00
6/2/2022	Continue Read and Analyze Class Data;Continue Spreadsheet	4.9	\$2,940.00
6/3/2022	Continue Read and Analyze Class Data;Continue Spreadsheet	7.2	\$4,320.00
6/4/2022	Continue Read and Analyze Class Data;Continue Spreadsheet	6.7	\$4,020.00
6/7/2022	Read and Review Spreadsheet, Prepare Note to File	1.8	\$1,080.00
6/14/2022	Meeting re Mediation	1.1	\$660.00
6/20/2022	Initial Preparation of Mediation Brief	4.3	\$2,580.00

6/21/2022	Continue Mediation Brief		3.5	\$2,100.00
6/23/2022	Finalize Mediation Brief with Edits		1.1	\$660.00
6/24/2022	Review File, Prepare for Mediation, Meeting re Mediation		3.4	\$2,040.00
6/27/2022	Meeting re Mediation; Review File; Data		1.5	\$900.00
6/28/2022	Attend Mediation		10	\$6,000.00
6/28/2022	Prepare Note to File re Mediation; Read and Review D's MOU; Prepare Edits to MOU		3.5	\$2,100.00
6/29/2022	Read and Review Email from OC; Call with Co Counsel; Prepare and Send Email to Co Counsel		1.1	\$660.00
7/5/2022	Prepare and Send email to OC; Read and Review Email from OC		0.2	\$120.00
7/6/2022	Prepare and Send Email to OC		0.1	\$60.00
7/12/2022	Prepare and Send 4 emails to Co Counsel; Read and Review 5 Emails to Co Counsel		0.9	\$540.00
7/13/2022	Prepare and Send Email to OC		0.1	\$60.00
7/15/2022	Meeting with Investigator; Call with OC		1.1	\$660.00
7/20/2022	Read and Review report from Investigator; Read and Review 4 Emails from Co Counsel; Prepare and Send 4 emails to Co Counsel		1.5	\$900.00
7/21/2022	Meeting re Investigation Report		0.9	\$540.00

7/22/2022	Call with Co Counsel; Revise Fee Sharing Agreement; Prepare and Send 3 Emails to Co Counsel; Read and Review 3 Emails from Co Counsel	2.5	\$1,500.00
	Prepare and Send Email to Co Counsel;		
7/26/2022	Read and Review Email from Co Counsel	0.2	\$120.00
7/29/2022	Meeting re Case Strategy	0.6	\$360.00
8/1/2022	Call with OC	0.2	\$120.00
8/2/2022	Prepare FAC	1.4	\$840.00
8/5/2022	Read and Review Email from OC	0.1	\$60.00
	Prepare Stip and Order re FAC; Send to OC		
8/5/2022		0.7	\$420.00
	Read and Review Joint CMC Statement;		
8/8/2022	Prepare Edits	0.6	\$360.00
8/11/2022	Read and Review Email from OC	0.1	\$60.00
	Read and Review Email from OC;		
8/12/2022	Prepare Send Email to OC	0.2	\$120.00
	Read and Review Email from OC;		
8/13/2022	Prepare Send Email to OC	0.2	\$120.00
	Prepare Edits to MOU; Prepare PAGA Letter		
8/15/2022		1.3	\$780.00
	Read and Review Email from OC;		
8/16/2022	Prepare Send Email to OC	0.2	\$120.00
	Read and Review D's Edits to MOU;		
8/17/2022	Finalize MOU; Finalize PAGA Letter	0.6	\$360.00
10/25/2022	Read and Review Email from OC	0.1	\$60.00

10/25/2022	Read and Review Email from OC	0.1	\$60.00
10/26/2022	Read and Review Joint CMC Statement; Prepare Edits; Read and Review 2 Emails from OC; Prepare and Send Email to OC	1.5	\$900.00
12/5/2022	Read and Review Email from Co Counsel; Prepare and Send Email to Co Counsel	0.2	\$120.00
1/26/2023	Read and Review Email from OC; Read and Review Status Conference Brief and make edits.	0.6	\$360.00
1/27/2023	Read and Review 4 Emails from OC; Prepare and Send 4 Emails to OC	0.8	\$480.00
2/2/2023	Read and Review 4 Emails from OC; Prepare and Send 4 Emails to OC	0.6	\$360.00
2/3/2023	Read and Review Email from Co Counsel Prepare and Send Email to Co Counsel	0.2	\$120.00
2/6/2023	Prepare Preliminary Approval Paperwork	3.6	\$2,160.00
2/7/2023	Continue Preparation of Preliminary Approval Paperwork	5.3	\$3,180.00
2/10/2023	Initial preparation of Long Form Settlement Agreement	5.9	\$3,540.00
2/13/2023	Continue Preparation of Long Form Settlement Agreement	3.9	\$2,340.00

2/14/2023	Meeting re Long Form Settlement Agreement	0.4	\$240.00
2/15/2023	Finalize Long Form Settlement Agreement; Read and Review Email from OC; Prepare and Send Email to OC	1.1	\$660.00
3/1/2023	Read and Review Defendant's Edits of PA Paperwork	1.5	\$900.00
3/24/2023	Read and Review Email from OC	0.1	\$60.00
3/29/2023	Contact Claims Administrators and obtain quotes	1.5	\$900.00
4/27/2023	Read and Review SC Brief, PS email to OC; RR Email from OC	0.5	\$300.00
5/2/2023	Finalize PA Paperwork	2.4	\$1,440.00
<u>TOTAL</u>		<u>157.3</u>	<u>\$94,380.00</u>

Exhibit No. 4

Telephone:
(714) 848-8200

Facsimile: E-Fax:
(714) 848-8201 (714) 677-4005

GARCIA & PHAN
A Professional Law Corporation

17011 Beach Blvd., Suite 900
Huntington Beach, CA 92647

3090 Bristol Street, 4th Floor
Costa Mesa, CA 92626

www.garciaphan.com

March 29, 2023

Juan. D. Garcia (Bar No. 215980)
Robert N. Phan (Bar No. 217283)
GARCIA & PHAN, A Prof. Law Corp.
17011 Beach Blvd., Suite 900
Huntington Beach, California 92647
714-848-8200 (Main)
714-677-4005 (Facsimile)

Billable Rate for Juan D. Garcia, Esq. (JDG) \$675.00

Billable Rate for Robert N. Phan, Esq. (RNP) \$675.00

Note: Mr. Trung Le and Kevin Lam are Vietnamese speaker whose English is limited, and therefore required the presence of RNP during each interaction with Plaintiffs

Re: *TRUNG LE v. M4D, LLC*; CASE NO.: 30-2021-01182977

Date	Task	Att.	Time	Total
03/10/20	Prepare for and meeting with Mr. Le re wage and hour claims against his employer M4D, LLC	JDG	4.7	3172.50
03/10/20	Meeting with Mr. Le re wage and hour claims against his employer M4D, LLC	RNP	3.9	2632.50
03/11/20	Conduct legal research on the causes of action for Mr. Le's claims against M4D, LLC and research on M4D, LLC	JDG	4.6	3105.00
03/12/20	Prepare outline of causes of action and factual support for the proposed causes of action.	JDG	6.2	4185.00
03/12/20	Review, analyze, and catalog documents provided by client and prepare timeline	RNP	3.8	2565.00

03/12/20	Prepare extensive memo to file re meeting with client and analysis of and proposal of discovery plan	RNP	2.9	1957.50
03/13/20	Meeting with RNP to discuss strategy for litigating class action case and divide legal work moving forward.	JDG	2.4	1620.00
03/13/20	Meeting with JDG to discuss strategy for litigating class action case and divide legal work moving forward.	RNP	2.4	1620.00
03/13/20	Conduct research regarding client's claims as individual, class action, or PAGA	JDG	3.9	2632.50
03/13/20	Prepare memo for legal research regarding client's claims as individual, class action, or PAGA	JDG	1.8	1215.00
03/16/20	Prepare for and meet with partner RNP to discuss pre-litigation and litigation plan and discovery plan	JDG	3.9	2632.50
03/16/20	Meeting with partner JDG to discuss pre-litigation and litigation plan and discovery plan	RNP	2.9	1957.50
3/30/20	Work on extensive timeline of facts, corresponding exhibits/documents, law and witnesses	JDG	4.8	3240.00
03/31/20	Conduct further legal research including jury instructions for legal elements needed to be proven for working timeline	JDG	3.6	2430
03/31/20	Continue to work on extensive timeline of facts, corresponding exhibits/documents, law and witnesses	JDG	5.6	3780.00
04/30/20	Meeting with client to discuss case and strategy	RNP	2.9	1957.50
04/30/20	Prepare extensive memo to file regarding meeting with client	RNP	1.6	1080.00
05/11/20	Review and analyze client payroll records for damages analysis	RNP	3.2	2160.00

05/12/20	Discussions with damages expert regarding damages calculations	RNP	2.9	1957.50
01/14/21	Discussion with co-counsel from Gould's office re claims	JDG	1.6	1080.00
01/14/21	Discussion with co-counsel from Gould's office re claims	RNP	1.6	1080.00
02/03/21	Review and analysis of proposed complaint	RNP	1.9	1282.50
05/04/21	Review of Plaintiff's status conference statement	RNP	.3	202.50
5/10/21	Review of Defendant's status conference statement	RNP	.2	135.00
05/13/21	Review and analyze Defendant's answer to complaint	RNP	1.3	877.50
05/13/21	Conduct research and memo to file regarding Defendant's defenses and strategy moving forward	RNP	2.6	1755.00
06/27/21	Meeting with Client to obtain additional witnesses and their allegations against Defendant	RNP	1.9	1282.50
06/28/21	Telephone calls to list of witnesses provided by Client	RNP	2.5	1687.50
06/28/21	Meeting with JDG regarding new fact finding information from potential witnesses	RNP	1.8	1215.00
06/28/21	Meeting with RNP regarding new fact finding information from potential witnesses	JDG	1.8	1215.00
06/28/21	Update extensive timeline of facts, corresponding exhibits/documents, law and witnesses	JDG	2.1	1417.50
06/28/21	Meeting with Client to discuss status of case	RNP	1.6	1080.00
06/29/21	Emails to Client re proposed meeting to discuss settlement	RNP	.3	202.50
07/27/21	Analyze documents produced by Defense in response to document request and catalog and add documents to timeline	RNP	6.1	4117.50

07/28/21	Continue with analysis of payroll for client and continue process of making damages calculations	RNP	3.9	2632.50
07/28/21	Discussions with JDG re analysis of payroll Process of making damages calculations	RNP	1.3	877.50
07/28/21	Discussions with RNP re analysis of payroll Process of making damages calculations	JDG	1.3	877.50
06/03/22	Continue work on extensive timeline of facts, corresponding exhibits/documents, law and witnesses	JDG	5.6	3,780.00
06/26/22	Meeting with Client to discuss mediation	RNP	1.4	945.00
06/26/22	Discussion with damages expert to further discuss damages calculations and analysis in preparation for mediation	RNP	2.2	1485.00
06/26/22	Discussion with damages expert to further discuss damages calculations and analysis in preparation for mediation	RNP	2.2	1485.00
06/27/22	Prepare for mediation including discussions with RNP regarding anticipated issues and strategy for presenting case to mediator	JDG	5.8	3915.00
06/27/22	Discussions with JDG regarding anticipated issues and strategy for presenting case to mediator	RNP	4.6	3105.00
06/28/22	Prepare for and attend mediation	JDG	4.8	3240.00
06/28/22	Prepare for and attend mediation	RNP	4.2	2835.00
06/28/22	Review of email from mediator re settlement points	RNP	.4	270.00
06/29/22	Review and edits to Memorandum of Understanding	RNP	.6	405.00
07/08/22	Discussions with JDG re meeting with client regarding case update and settlement	RNP	.6	405.00
07/08/22	Discussions with RNP re meeting with client regarding case update and settlement	JDG	.6	405.00

07/08/22	Research on issue of adding plaintiff to complaint and discussions with RNP	JDG	1.4	945.00
07/09/22	Prepare for and meet with client regarding case update and settlement	RNP	2.9	1957.50
07/10/22	Coordinate with interpreter to attend meeting with Client to go over terms of settlement	RNP	.8	540.00
07/11/22	Meeting with Client to discuss settlement	RNP	1.9	1485.00
07/12/22	Review of emails from co-counsel regarding proposed new class rep.	RNP	.2	135.00
07/12/22	Prepare of email to co-counsel re proposed new plaintiff	RNP	.1	67.50
07/20/22	Email to co-counsel re case update	RNP	.1	67.50
07/20/22	Telephoned Kevin Lam to discuss him being appointed as the new class action rep	RNP	.6	405.00
07/26/22	Review email from co-counsel re adding new class representative	RNP	.1	67.50
08/22/22	Review of emails from co-counsel regarding proposed new class rep, amending complaint, and PAGA notification	RNP	.1	67.50
12/05/22	Email to co-counsel regarding case update	JDG	.1	67.50
01/23/23	Review email from co-counsel re settlement	RNP	.1	67.50
02/01/23	Coordinate with Vietnamese interpreter to attend Client meeting	RNP	.4	270.00
02/02/23	Review email from co-counsel re settlement agreement	RNP	.1	67.50
02/02/23	Meeting with Kevin Lam to go over settlement docs	RNP	1.6	1080.00
02/03/23	Meeting with client Lam regarding update of case and signature required by Defense	RNP	1.8	1215.00

\$99,697.50

TOTAL

Exhibit No. 5

M4D, Case No. 30-2021-01182977	
Item	Amount
Filing Fee	\$1,435.00
Service of Complaint	\$150.00
One Legal	\$80.83
Investigator Fee	\$485.00
Mediation Fee	\$7,950.00
DLSE/WFDA Filing	\$75.00
<u>Total</u>	\$10,175.83