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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 Melissa R. McCormick,
Dept. CX104]

**SUPPLEMENTAL BRIEF IN SUPPORT
OF PLAINTIFF LAM'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: February 1, 1024

Time: 2:00 p.m.

Dept.: CX104

FAC Filed: August 11, 2022

Complaint Filed: February 5, 2021

Trial Date: None Set

1 Plaintiff Kevin Lam hereby submits the following additional information to the Court in
2 support of his Motion for Final Approval of Class Action and PAGA Settlement:

3
4 1. Fee Sharing

5 Prior to the filing of this action, the Gould Law Firm and Garcia and Phan agreed to a fee
6 sharing agreement—which Plaintiffs were advised of and agreed to—whereby the two firms
7 would split all attorney’s fees 50/50. See Gould Decl., ¶ 18.

8 2. Total Consideration Plaintiff Kevin Lam Is Receiving

9 Plaintiff Lam will receive the following if the settlement is approved: a gross amount of
10 \$21,701.03 [\$10,000 (Class Representative Service Award)+ \$181.32 (PAGA payment) +
11 \$11,519.71 (Class Member Share). See Supplemental Dancy Decl., ¶ 5.

12 3. Claims Administrator Invoice

13 The Settlement Administrator’s Invoice is attached to the Supplemental Declaration of
14 Tarus Dancy. See Supplemental Dancy Decl., ¶ 8, Exhibit B.

15 4. Escalator Clause Not Triggered

16 In the Settlement Agreement, the Parties estimated approximately 10,500 workweeks
17 between the start of the class period (February 5, 2017) and the date of mediation (June 28,
18 2022). (See Agreement ¶¶ 2.4, 7). The escalator clause would only be applicable if the number of
19 workweeks was 10% higher (or 11,550 workweeks) from the date of mediation (June 28, 2022)
20 to the class period end date (August 18, 2022). (*Id.* ¶ 7). The Claims Administer indicates there
21 are a total of workweeks is 11,219.02, which is less than the 11,550 workweeks required to
22 trigger the escalator clause. Thus, the escalator clause is not applicable and the workweek value
23 is calculated based upon the agreed upon GSA amount (*Id.* ¶ 3.2.4).

24 5. High, Low, and Average Individual PAGA Payments

25 The estimated average PAGA payment to each Aggrieved Employee is \$130.21. The highest
26 estimated PAGA payment is \$181.32. The lowest estimated PAGA payment is \$6.98. See
27 Supplemental Dancy Decl., ¶ 7.

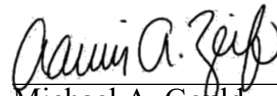
1 6. Deadline for Rемаiled Notices

2 The deadline for Class Members' written objections, Challenges to Workweeks and/or
3 Pay Periods, and Requests for Exclusion were extended an additional 14 calendar days beyond
4 the 60 day response period, or until February 2, 2024, for all Class Members whose notice is re-
5 mailed. (See Dancy Supplemental Decl., ¶ 4).

6 7. Notice of Entry of Judgment

7 Plaintiff shall prepare, file, and serve a notice of entry of judgment, once entered.
8
9

10 Dated: January 31, 2024



Michael A. Gould
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Attorneys for Plaintiffs

PROOF OF SERVICE
STATE OF CALIFORNIA

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 161 Fashion Lane, Suite 207, Tustin, Ca 92780. On January 31, 2024, I served the within document(s):

- **SUPPLEMENTAL DECLARATION OF TARUS DANCY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT**
- **SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFF LAM'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER/JUDGMENT**

In the matter of **Le v. M4D LLC, 30-2021-01182977**

on the following interested party(ies) in this action:

O'HAGAN MEYER LLP Katherine C. Den Bleyker kdenbleyker@ohaganmeyer.com William B. Richards, Jr. wrichards@ohaganmeyer.com Tatyana Esmailian tesmailian@ohaganmeyer.com 550 S. Hope Street, Suite 2400 Los Angeles, California 90071 Tel: (213) 423-6006	Representing: Defendant(s): M4D LLC
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(By Mail) The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Tustin, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.



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



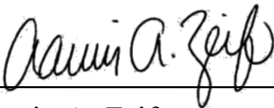
(By Overnight Mail) I am readily familiar with the firm's practice of collection and processing correspondence for mailing with FedEx. Under that practice it would be deposited with FedEx on that same day thereon fully prepaid at Tustin, California in the ordinary course of business. The envelope was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



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

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

Executed on January 31, 2024, at Tustin, California



Aarin A. Zeif