

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

TO ALL PARTIES :

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

Date: November 4, 2024

Aarin A. Zeif

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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Armin A. Zeif
(SIGNATURE)

EXHIBIT NO. 1

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,	)	CASE NO.: 30-2021-01182977
	)	
	)	[Honorable Judge Melissa R. McCormick,
	)	Dept. CX104]
	)	
Plaintiff,	)	
	)	ORDER GRANTING PLAINTIFF KEVIN
	)	LAM'S MOTION FOR FINAL
v.	)	APPROVAL OF CLASS ACTION AND
	)	PAGA SETTLEMENT AND ENTERING
	)	JUDGMENT
	)	
	)	
M4D LLC,	)	FAC Filed: August 11, 2022
	)	Complaint Filed: February 5, 2021
	)	
	)	
Defendant.	)	
	)	
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Before the Court is Plaintiff Kevin Lam’s (“Lam” or “Plaintiff”) unopposed Motion for Final Approval of Class Action and PAGA Settlement. Plaintiff and Defendant M4D, LLC (“M4D” or “Defendant”) (collectively, the “Parties”) have entered into a Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”), an Addendum to Class Action and PAGA Settlement Agreement (the “Addendum”), and an Amendment to Class Action and PAGA Settlement (the “Amendment”). The Court, having reviewed and considered the Motion, its accompanying memorandum, the Agreement, the Addendum, and the Amendment, and the declarations in support thereof (and all exhibits thereto), finds that the Motion should be, and hereby is, GRANTED. The Court finds and concludes as follows: This Order incorporates the Agreement, the Addendum, and the Amendment. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding. In addition, the Court has personal jurisdiction over all parties with respect to the Action and the Agreement, the Addendum, and the Amendment.

CERTIFICATION OF SETTLEMENT CLASS

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

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

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

FINAL APPROVAL OF THE PROPOSED SETTLEMENT

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

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

NOTICE AND ADMINISTRATION

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

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

6 **JUDGMENT**

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

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

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

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20 DATED: October 31, 2024

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

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

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

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

William Richards wrichards@ohaganmeyer.com Katherine C. Den Bleyker kdenbleyker@ohaganmeyer.com O'HAGAN MEYER 4695 MacArthur Ct., Suite 900 Newport Beach, Ca 92660	Representing: M4D LLC.
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(By Mail) The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Tustin, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

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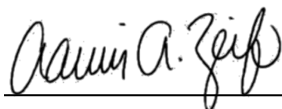
(By Overnight Mail) I am readily familiar with the firm's practice of collection and processing correspondence for mailing with FedEx. Under that practice it would be deposited with FedEx on that same day thereon fully prepaid at Tustin, California in the ordinary course of business. The envelope was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

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

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

Executed on November 04, 2024, at Tustin, California



Aarin A. Zeif