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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,

v.

M4D LLC, and DOES 1 through 25,

Defendants.

) **CASE NO.: 30-2021-01182977**
) [Honorable Judge Melissa R. McCormick,
) Dept. CX104]
)

) **[PROPOSED] ORDER AND JUDGMENT**
) **GRANTING PLAINTIFF LAM'S**
) **MOTION FOR FINAL APPROVAL OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT, PLAINTIFF LAM'S**
) **REQUEST FOR ATTORNEYS' FEES**
) **AND COSTS, AND CLASS**
) **REPRESENTATIVE SERVICE**
) **PAYMENT**

) **Date: October 31, 2024**
) **Time: 2:00 p.m.**
) **Dept: CX104**

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

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

16 **CERTIFICATION OF SETTLEMENT CLASS**

17 Plaintiff Kevin Lam previously moved for entry of an order conditionally certifying the
18 following proposed Class for settlement purposes: “all individuals who worked for M4D as
19 nonexempt employees in California at any time between February 5, 2017 and August 28,
20 2022.” (“Settlement Class”) By Court Order dated October 18, 2023, the Court granted that
21 motion. Class certification is appropriate when the class is ascertainable and there is “a well
22 defined community of interest in the questions of law and fact involved affecting the parties to
23 be represented.” *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1806; see Cal. Code Civ.
24 Proc. § 382. Civil Procedure Code § 382’s requirements essentially mirror those of Federal Rule
25 23: numerosity, typicality of the class representatives’ claims, adequacy of representation,
26 predominance of common issues, and superiority. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th
27 429, 435 (“The community of interest requirement involves three factors: (1) predominant
28 common questions of law or fact; (2) class representatives with claims or defenses typical of the

1 class; and (3) class representatives who can adequately represent the class.”) (internal quotations
2 and citations omitted); see also Fed. R. Civ. P. 23(a); *Hanlon v. Chrysler Corp.* (9th Cir. 1998)
3 150 F.3d 1011, 1019, overruled on other grounds by *Wal-Mart Stores, Inc. v. Dukes* (2011) 564
4 U.S. 338.

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

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

11 **FINAL APPROVAL OF THE PROPOSED SETTLEMENT**

12 For the reasons stated in greater detail below, the Court grants final approval to the
13 proposed Settlement as fair, reasonable, and adequate. *See* Cal. Rules of Ct. 3.769(a); Fed. R.
14 Civ. P. 23(e)(1)(B)(i). The Court finds that the individual Class Payments provided for by the
15 terms of the Agreement are fair and reasonable. The Court orders the payment of those
16 individual Class Payments to Settlement Class Members in accordance with the terms of the
17 Agreement, the Addendum, and the Amendment. Based on a review of the papers submitted by
18 Plaintiff, the Court finds that the Settlement: (a) resulted from efforts by Plaintiff and Class
19 Counsel who adequately represented the Class; (b) was negotiated at arm’s length with the
20 assistance of an experienced class action mediator; (c) provides relief for the Class that the Court
21 finds to be adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the
22 proposed method of distributing relief to the Class, including the method of processing payments
23 to Settlement Class Members; and (iii) the terms of the proposed award of attorneys’ fees,
24 including timing of payment; and (d) treats Settlement Class Members equitably relative to one
25 another. In making this final approval finding, the Court considered the nature of the claims, the
26 amounts of benefits paid and received in the Settlement, the allocation of settlement payments
27 among Settlement Class Members, the fact that Defendant does not admit any liability and does
28 not characterize this Settlement as an admission of liability, and the fact that the Settlement

1 represents a compromise of the Parties' respective positions rather than the result of a finding of
2 liability at trial. The Court further finds that the terms of the Agreement, the Addendum, and the
3 Amendment have no obvious deficiencies and do not improperly grant preferential treatment to
4 any individual Class Member.

5 **NOTICE AND ADMINISTRATION**

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

22 **OBJECTIONS AND EXCLUSIONS**

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

27 **PAGA**

28 As part of the Settlement, Plaintiff seeks approval of PAGA Penalties to the

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

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

10 The Court has reviewed the declarations regarding Plaintiff’s efforts in this case and
11 hereby determines that the requested Class Representative Service Payment to Class
12 Representative Kevin Lam of \$10,000.00 is appropriate under the circumstances of the case and
13 the time and effort spent by Plaintiff in litigating the case on behalf of the Class. The Court finds
14 and determines that the attorneys’ fees request of \$250,000.00, or one third of the Gross
15 Settlement Amount, is reasonable under both methods used in California courts for determining
16 fee awards in class action cases: the lodestar method and the percentage-of-the recovery method.
17 The percentage requested is within the range of percentage awards approved in California. *See*
18 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 “Empirical studies show that,
19 regardless whether the percentage method or the lodestar method is used, fee awards in class
20 actions average around one-third of the recovery.” The Court further finds and determines that
21 the litigation costs request of \$10,345.35 is relevant to the litigation and reasonable in amount.
22 Class Counsel has submitted a declaration showing that these costs were necessary to secure the
23 resolution of this litigation. Pursuant to the terms of the Settlement, and the authorities, evidence,
24 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’
25 fees in the amount of \$250,000.00 and litigation costs in the amount of \$10,345.35 to be paid
26 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all
27 attorneys’ fees and costs incurred by and/or owed to Class Counsel. The Court finds and
28 determines that the payment to CPT Group in the amount of \$9,000.00 is fair and reasonable for

1 settlement administration in a class of this size. The Court hereby awards CPT Group the amount
2 of \$9,000.00 as an Administrative Expenses Payment for its work on the settlement
3 administration in this case. Defendant or any Released Parties, as defined in the Agreement, shall
4 not have any further liability in this Action for costs, expenses, interest, attorneys' fees, or for
5 any other charge, expense, or liability, except as provided for by the Agreement, the Addendum,
6 and the Amendment or in any action to enforce the terms of the Settlement. The Court finds and
7 determines that the Releases contained in the Settlement Agreement are appropriate and shall
8 bind all Class Members who did not timely opt out of the class portion of the Settlement.

9 **JUDGMENT**

10 The Court hereby enters FINAL JUDGMENT in this case in accordance with the terms
11 of the Agreement, the Addendum, and the Amendment, Preliminary Approval Order, and this
12 Order. Nothing in this Order or Judgment shall preclude any action to enforce the Parties'
13 obligations pursuant to the Agreement or pursuant to this Order, including the requirement that
14 Defendant make payments in accordance with the terms of the Agreement, the Addendum, and
15 the Amendment. In accordance with, and for the reasons stated in this Order, judgment shall be
16 entered within the meaning and for purposes of California Code of Civil Procedure §§ 577,
17 904.1(a) and Rules 3.769 and 8.104 of the California Rules of Court. Pursuant to California
18 Rule of Court 3.769(h), California Code of Civil Procedure § 664.6, and the Addendum and
19 Amendment to the Agreement, this Court shall retain jurisdiction over the Parties to enforce the
20 terms of the Judgment. CPT Group, Inc. shall disburse the settlement funds in accordance with
21 the Class Action and PAGA Settlement Agreement, the Addendum, and the Amendment to
22 Class Action and PAGA Settlement Agreement.

23 The Settlement Administrator shall post a copy of this order/judgment on the website it
24 maintains for this matter for 180 days.

25 DATED: _____

26 JUDGE OF THE SUPERIOR COURT
27 Hon. Melissa R. McCormick
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