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Attorneys for Plaintiff Antar Morrar, individually,  
and on behalf of all others similarly situated

*[Additional counsel listed on following page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

BRANDON MANGOLD and ANTAR  
MORRAR, individuals and on behalf of all others  
similarly situated,

Plaintiff,

vs.

BUCHER AND CHRISTIAN CONSULTING,  
INC.; BCFORWARD RAZOR LLC;  
GAINWELL TECHNOLOGIES; BC  
FORWARDING LLC; and DOES 1 through 20,  
inclusive,

Defendants.

Case No. 22CV397331

*Assigned for all purposes to:  
Hon. Theodore C. Zayner, Dept. 19*

**STIPULATION OF SETTLEMENT AND  
RELEASE**

1 GBG LLP  
JENNIFER SVANFELDT (SB# 233248)  
2 TERESA W. GHALI (SB# 252961)  
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5 601 Montgomery Street, Suite 1150  
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6 Telephone: (415) 603-5000  
Facsimile: (415) 840-7210  
7 Attorneys for Defendants  
BUCHER AND CHRISTIAN CONSULTING, INC.  
8 And BCFORWARD RAZOR LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. This Agreement is made by and  
4 between Named Plaintiff Antar Morrar (“Named Plaintiff”) and the Class Members, on the one hand,  
5 and Defendants Bucher and Christian Consulting, Inc. and BCforward Razor LLC (“BCforward” or  
6 “Defendants”), on the other hand. Named Plaintiff and Defendants collectively are referred to in this  
7 Agreement as “the Parties.”

## 8 ARTICLE I

### 9 DEFINITIONS

10 Unless otherwise defined herein, capitalized terms used herein shall have the meanings set  
11 forth in Article I or as defined elsewhere in this Stipulation of Settlement and Release (“Agreement”  
12 or “Settlement”):

13 a. “Action” means the action described as follows: “*Antar Morrar v. Bucher and*  
14 *Christian Consulting, Inc.; BCforward Razor LLC; and Does 1 through 20, inclusive,*” Case No.  
15 22CV397331, commenced on April 27, 2022, in the Superior Court of the State of California for the  
16 County of Santa Clara.

17 b. “Agreement” means this Stipulation of Settlement and Release, including the attached  
18 Exhibit(s).

19 c. “Class” means all non-exempt employees of Defendants who have provided services  
20 to Meta Platforms, Inc. (formerly Facebook) through Accenture LLP through their employment with  
21 Defendants in California at any time during the Class Period.

22 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

23 **AEGIS LAW FIRM, PC**  
24 SAMUEL A. WONG  
KASHIF HAQUE  
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1  
2  
3 e. "Class List" means a list based on Defendants' business records that identifies each  
4 Class Member's name, last known home or mailing address, Social Security number or, as  
5 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying  
6 Workweeks worked during the Class Period.

7 f. "Class Member(s)" means all members of the Class.

8 g. "Class Period" means May 1, 2019 through January 14, 2024.

9 h. "Court" means the California Superior Court for the County of Santa Clara, where  
10 the Action is currently pending.

11 i. "Date of Finality" means the later of the following: (1) the date of Final Approval if  
12 no objections are filed to the Settlement, or if any objections which were filed are withdrawn before  
13 the Final Approval date; (2) if objections are filed and overruled, and no appeal is taken of the Final  
14 Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken  
15 from the Court's overruling of objections to the settlement, ten (10) days after the appeal is  
16 withdrawn or after an appellate decision affirming the Final Order becomes final.

17 j. "Defendants" means Defendants Bucher and Christian Consulting, Inc. and  
18 BCforward Razor LLC.

19 k. "Defense Counsel" means counsel for Defendant:

20 GBG LLP  
21 JENNIFER SVANFELDT  
22 TERESA W. GHALI  
jensvanfeldt@gbgllp.com  
teresaghali@gbgllp.com

23 601 Montgomery Street, Suite 1150  
24 San Francisco, CA 94111  
25 Telephone: (415) 603-5000  
Facsimile: (415) 840-7210

26 l. "Disposition" means the method by which the Court approves the terms of the  
27 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
28 administration, and interpretation.

1 m. "Final Order Approving Settlement of Class Action" or "Final Approval Order"  
2 means the final formal court order signed by the Court following the Final Fairness and Approval  
3 Hearing in accordance with the terms herein, approving this Agreement.

4 n. "Gross Settlement Amount" means Nine Hundred Twenty-Five Thousand Dollars  
5 and Zero Cents (\$925,000.00), which represents the maximum amount to be paid by Defendants in  
6 this Settlement, and which includes all settlement payments to the Participating Class Members and  
7 PAGA Group Members, all administration costs, all attorney's fees and costs, the Incentive Award,  
8 all applicable taxes (but not Defendants' share of said taxes), all payments to the LWDA and interest  
9 pursuant to Section 3.07(a). The employer's share of payroll taxes arising from the payments made  
10 under this settlement shall be paid by Defendants separate from and in addition to the Gross  
11 Settlement Amount. The Gross Settlement Amount may be subject to a pro rata increase pursuant to  
12 Section 3.05(e) below. No part of the Gross Settlement Amount shall revert to Defendants.

13 o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars  
14 (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort and work  
15 in prosecuting the Action on behalf of Class Members, and for his general release of claims.

16 p. "Individual Class Payment(s)" means each Participating Class Member's respective  
17 share of the Net Settlement Amount. Individual Class Payments will be determined by the  
18 calculations provided in this Agreement.

19 q. "Individual PAGA Payment(s)" means a PAGA Group Member's pro rata share of  
20 the 25% of the PAGA Settlement Amount calculated according to the number of workweeks/pay  
21 periods worked during the PAGA period.

22 r. "LWDA" means The State of California Labor and Workforce Development Agency.

23 s. "LWDA Payment" means 75% of the \$65,000 allocated to the settlement of PAGA  
24 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of  
25 this Agreement, as provided for below.

26 t. "Motion for Final Approval" means Plaintiff's submission of a written motion,  
27 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
28

1 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
2 to enter a Final Order in this Action.

3 u. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,  
4 including any evidence as may be required for the Court to grant preliminary approval of the  
5 Settlement as required by Rule 3.769 of the California Rules of Court.

6 v. “Named Plaintiff” means Antar Morrar.

7 w. “Net Settlement Amount” means the portion of the Gross Settlement Amount eligible  
8 for distribution to Participating Class Members and PAGA Group Members. It equals the Gross  
9 Settlement Amount less Court-approved Class Counsels’ attorney’s fees and costs, the Incentive  
10 Award, Settlement Administration Costs, and IPAGA Settlement Amount, pursuant to Section  
11 3.07(a)-(f) below.

12 x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the  
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
14 to Section 3.05(b) below.

15 y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form  
16 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

17 z. “PAGA” means the California Private Attorneys General Act of 2004, which is  
18 codified in California Labor Code §§ 2698 *et seq.*

19 aa. “PAGA Settlement Amount” consists of \$65,000 of the Gross Settlement Amount  
20 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have  
21 agreed that the PAGA Settlement Amount is Sixty-Five Thousand Dollars (\$65,000), subject to  
22 Court approval. Of the PAGA Settlement Amount, 75% (\$48,750) will be considered the LWDA  
23 Payment, and the remaining 25% (\$16,250) will be distributed to PAGA Group Members.

24 bb. “PAGA Group Members” means all non-exempt employees who have provided  
25 services to Meta Platforms, Inc. (formerly Facebook) through Accenture LLP through their  
26 employment with Defendants at any time between April 27, 2021 through January 14, 2024 (“PAGA  
27 Period”).

cc. “Participating Class Member(s)” is defined as a Class Member who does not submit a timely and valid Request for Exclusion from the Settlement to the Settlement Administrator, and will become bound by the terms of the release in this Agreement.

dd. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ee. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

ff. “Qualifying Workweeks” means the number of weeks that Class Members provided services to Meta Platforms, Inc. (formerly Facebook) through Accenture LLP through their employment with Defendants as non-exempt employees during the Class Period.

gg. “Released Parties” means BCforward Razor LLC, an Indiana Limited Liability Company, Bucher and Christian Consulting, Inc., their past and present affiliates and contractors, including Meta Platforms, Inc. (formerly Facebook) and Accenture LLP, their current and former parents, subsidiaries, predecessors or successors, holding companies, divisions, affiliated companies or entities (including, but not limited to, owners, shareholders, members, partners, officers, directors, managers, employees, and agents), joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

hh. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

ii. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to

the class, calculation of Individual Class Payments and Individual PAGA Payments, generation of Individual Class Payment and PAGA Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Incentive Award, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

jj. “Settlement Administrator” means Phoenix Settlement Administrators, Inc., which the Parties have agreed will be responsible for the administration of the Individual Class and PAGA Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

## ARTICLE II

### CONTINGENT NATURE OF THE AGREEMENT

**Section 2.01: Procedural History and Mediation.**

On April 27, 2022, Plaintiffs Brandon Mangold and Anton Morrar filed their initial Complaint in this Action Santa Clara County Superior Court, seeking to represent a class of all non-exempt California employees from May 1, 2019 to the present, and alleging the alleged the following claims under the California Labor Code: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse necessary business-related expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of Business & Professions Code § 17200, *et seq.* On January 12, 2023, Named Plaintiff Morrar filed a First Amended Complaint, the operative complaint in this case, to add representative claims under the Private Attorney General Act (“PAGA”) and to dismiss Plaintiff Mangold from the Action. Subsequently, on February 15, 2023, the Court granted Plaintiff’s request to dismiss Defendants Gainwell Technologies LLC and BCForwarding LLC from the Action.

On November 14, 2023, the Parties participated in a full-day, arms-length mediation before well-known wage and hour mediator Lynn Frank of Frank & Feder. With the assistance of the mediator, the Parties were able to come to a settlement of the claims in the Action, subject to the Court's

1 approval. The settlement was memorialized in a Memorandum of Understanding, subject to later  
2 completion of this long-form Settlement Agreement.

3 **Section 2.02: Benefits of Settlement to Plaintiff and the Class Members.**

4 Plaintiff and Class Counsel recognize the expense and length of continued proceedings  
5 necessary to litigate Plaintiff's disputes in the Lawsuit through trial and through any possible appeals.  
6 Plaintiff has also taken into account the uncertainty and risks of the outcome of further litigation, and  
7 the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of  
8 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both  
9 generally and in response to Defendants' defenses thereto, and the difficulties in establishing  
10 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also  
11 have taken into account Defendants' agreement to enter into a settlement that confers substantial  
12 benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have  
13 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in  
14 the best interests of all Class Members.

15 **Section 2.03: Defendants' Reasons for Settlement.**

16 Defendants have concluded that further defense of the Action would be protracted and  
17 expensive. Substantial amounts of Defendants' time, energy, and resources have been, and unless  
18 this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by  
19 Plaintiff. Defendants have also taken into account the risks of further litigation in reaching its  
20 decision to enter into this Settlement. Even though Defendants contend they are not liable for any of  
21 the claims alleged by Plaintiff in the Action and denies any liability whatsoever, Defendants,  
22 nonetheless, have agreed to settle in the manner and upon the terms set forth in this Stipulation and  
23 to fully and finally put to rest the claims alleged in the Action. Defendants have asserted and continue  
24 to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability,  
25 damages, restitution, penalties or other payments. This Settlement is a compromise of highly-  
26 disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no  
27 action taken to carry out this Agreement, shall be construed or used as an admission by or against  
28 Defendants as to the merits or lack thereof of the claims asserted in the Lawsuit. Defendants contend

1 that they have complied with all applicable state, federal and local laws. In the event this Settlement  
2 does not obtain final approval, Defendants retain all rights it has to defend themselves in this matter  
3 and to take any actions in defense of themselves that are available to them.

#### 4 **Section 2.04: Stipulation of Class Certification for Settlement Purposes**

5 Because the Parties have stipulated to the certification of the Class with respect to all causes  
6 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
7 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
8 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality  
9 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
10 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification  
11 of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to  
12 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date  
13 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the  
14 Class as to Defendants will be vacated and Named Plaintiff, Defendants, and the Class will be  
15 returned to their positions with respect to the Action as if the Agreement had not been entered into.  
16 In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally  
17 approving certification of any class contemplated by this Agreement shall be null, void, and vacated,  
18 and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement  
19 reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under  
20 this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be  
21 used or cited thereafter by any person or entity, including in any manner whatsoever, including  
22 without limitation any contested proceeding relating to the certification of any class. If the Date of  
23 Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect  
24 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly  
25 reserve the right to challenge the propriety of class certification in the Action for any purpose, if the  
26 Date of Finality does not occur.

27 The Parties and their respective counsel shall take all steps that may be requested by the Court  
28 relating to the approval and implementation of this Agreement and shall otherwise use their

1 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
2 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
3 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
4 resolution, the Parties agree to seek the assistance of mediator Lynn Frank to resolve the dispute.

### 5 **ARTICLE III**

#### 6 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

7 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
8 follows:

9 **Section 3.01: Notice to Governmental Agencies.** Upon execution of this Agreement, Class  
10 Counsel shall submit a copy of this Settlement with the LWDA pursuant to the requirements specified  
11 in Labor Code §§ 2698 through 2699.5.

#### 12 **Section 3.02: Motion for Conditional Class Certification and Preliminary Approval**

13 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the  
14 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.  
15 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary  
16 Approval Date." Plaintiff will provide Defendants and their counsel with all moving papers for the  
17 motion for preliminary approval for review and approval at least five business days before filing with  
18 the Court.

#### 19 **Section 3.03: The Settlement Administrator**

20 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this  
21 Settlement and to act as the Settlement Administrator, including but not limited to distributing and  
22 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,  
23 calculating the Net Settlement Amount and the Individual Class Payments and Individual PAGA  
24 Payments, issuing the Individual Class Payment and Individual PAGA Payment checks and  
25 distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing  
26 the payment to Class Counsel for attorneys' fees and costs, the Incentive Award check to Named  
27 Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement  
28 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

1 All costs of administering the Settlement, including but not limited to all costs and fees  
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
4 and mailing the Individual Class and PAGA Payments, all costs and fees associated with preparing  
5 any tax returns and any other filings required by any governmental taxing authority or agency, all  
6 costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared  
7 in the course of administering disbursements from the Net Settlement Amount, and any other costs  
8 and fees incurred and/or charged by the Settlement Administrator in connection with the execution  
9 of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the  
10 Settlement Administrator from the Gross Settlement Amount.

#### 11 **Section 3.04: Notice to Class Members**

12 No later than twenty (20) calendar days after the Preliminary Approval Date, Defendants will  
13 provide the Settlement Administrator only a “Class List” in electronic format based on its business  
14 records with the following information for each Class Members: (1),first and last name; (2) last  
15 known mailing or home address; (3) Social Security Number; and (4) the total number of weeks  
16 during which the Class Member performed actual work during the Class Period as a member of the  
17 Class.. If any of this information is unavailable to Defendants, the Parties will make their best efforts  
18 to reconstruct or otherwise agree upon how to deal with the unavailable information. The Class List  
19 and the data it contains shall only be used by the Settlement Administrator for the purpose of  
20 calculating Individual Class and PAGA Payments, preparing the mailing the Notice Packet and  
21 locating Class Members whose Notice Packets are returned as undeliverable. The Class List and the  
22 data it contains shall not be disclosed to Class Counsel, the Named Plaintiff or any other Class  
23 Members without written consent of Defendants, except that the Settlement Administrator will  
24 disclose the names of any Class Members who opt out of the Settlement so that they may identified  
25 in the proposed judgment. The Settlement Administrator shall run the Class List through the  
26 National Change of Address database, and will use the most recent address for each Class Member  
27 – either from Defendants’ records or the National Change of Address database – when mailing the  
28 Class Notice. The Settlement Administrator shall mail the Notice Packet to Class Members by First

1 Class Mail. It will be conclusively presumed that if an envelope so mailed has not been returned  
2 within thirty (30) days of the mailing that the Class Member received the Notice Packet.

3       Within ten (10) business days of receiving a Class List from Defendants, the Settlement  
4 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
5 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
6 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate  
7 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of  
8 mailing in which to postmark objections or requests for exclusion. The Settlement Administrator will  
9 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
10 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall  
11 have ten (10) calendar days from the re-mailing, or sixty (60) calendar days from the date of the  
12 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class  
13 Members shall not be required to submit claim forms in order to receive a proportional share of the  
14 Net Settlement Amount.

15       If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
16 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
17 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
20 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
21 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
22 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
23 Individual Class and PAGA Payments to all Participating Class Members.

24       If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
25 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
26 status report provided to the Parties.

27       In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
28 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class

1 Member's Individual Class and PAGA Payment. The Settlement Administrator will hold the Class  
2 Member's Individual Class and PAGA Payment during the check cashing period on behalf of the  
3 Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet  
4 and Individual Class and PAGA Payment remain undeliverable and/or unclaimed and uncashed, the  
5 Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance  
6 with the procedures set forth in Section 3.07(g) below.

7 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
8 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
9 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
10 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
11 exclusion and objections that the Settlement Administrator received.

### 12 **Section 3.05: Responses to Notice**

#### 13 **a. Class Member Disputes**

14 In calculating each Individual Class Payment, Defendants' records regarding Qualifying  
15 Workweeks of Class Members shall be presumed to be correct. If any Class Member or PAGA  
16 Group Member disagrees with Defendants' records as to his or her Qualifying Workweeks and/or  
17 the number of pay periods worked during the PAGA Period as reflected in the Notice Packet, the  
18 Class Member may dispute the information provided in their Notice Packet, but must do so in writing,  
19 via first class mail, and it must be postmarked by the Response Deadline. The Settlement  
20 Administrator will inform Class Counsel and Defendant's Counsel in writing of any timely filed  
21 challenges. The Settlement Administrator will investigate the challenge, including by consulting  
22 with Class Counsel and Defendants' Counsel, and shall make the final determination whether any  
23 additional amount is owed to the Class Member making the challenge. In no case will a challenge  
24 result in a payment by Defendants in excess of the Gross Settlement Amount.

#### 25 **b. Requests for Exclusion from Class ("Opt Out")**

26 The Class Notice will provide that Class Members who wish to exclude themselves from the  
27 Class must mail to the Settlement Administrator an Exclusion Form postmarked no later than the  
28 Response Deadline. The written request for exclusion must: (a) include the Class Member's name,

1 address, and last four digits of the social security number; (b) be addressed to the Settlement  
2 Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be  
3 postmarked no later than the Response Deadline.

4 Any Class Member who timely and validly requests exclusion from the Class and this  
5 Settlement will not be entitled to any Individual Class Payment, will not be bound by the terms and  
6 conditions of the Class Release, and will not have any right to object, appeal, or comment thereon.

7 However, the release of the PAGA Claims is effective, regardless of whether the PAGA  
8 Group Member submits a timely and valid request for exclusion from the Class. Because future  
9 PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who timely  
10 exclude themselves from the Class but are PAGA Group Members are deemed to release the claims  
11 identified in Section 5.02 of this Agreement and are eligible for an Individual PAGA Payment.

12 Any Class Member who fails to timely submit a valid request for exclusion shall  
13 automatically be deemed a Class Member whose rights and claims with respect to the issues raised  
14 in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and  
15 by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by  
16 the Action and/or released in this Agreement will be extinguished.

### 17 **c. Objections to Settlement**

18 For any Class Member to object to this Agreement, or any term of it, the person making the  
19 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
20 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
21 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),  
22 a written statement of the grounds of objection, signed by the objecting Class Member or his or her  
23 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and  
24 the date the signed objection was postmarked, shall be conclusively determined according to the  
25 records of the Settlement Administrator. The Settlement Administrator shall send any objections it  
26 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class  
27 Members may also appear at the final approval hearing to object. The Court retains final authority  
28 with respect to the consideration and admissibility of any Class Member objections.

1                   **d. Encouragement of Class Members**

2                   The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
3 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
4 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
5 Class Members.

6                   **e. Right of Plaintiff to Adjust Gross Settlement Amount or Right of Defendant to**  
7                   **Cap Class Period.**

8                   Defendants have estimated the number of Qualifying Workweeks is 44,000. If the number of  
9 Qualifying Workweeks increases by more than 10% (which is more than 48,400 Qualifying  
10 Workweeks) as of the end of the Class Period, there will be a pro rata adjustment to the Gross  
11 Settlement Amount as follows: \$19.11 per additional Qualifying Workweek.

12                  In the alternative, Defendants may, at their sole option, cap the number of workweeks in the  
13 release at 48,400 in lieu of extending the Class Period and paying additional sums into the Settlement  
14 Fund. If Defendants chose to exercise this option, they must do so within 10 calendar days of being  
15 notified of the number of workweeks by the Settlement Administrator, and shall bear all costs of the  
16 settlement administration incurred as a result of exercising this option.

17                  **Section 3.06: Final Fairness and Approval Hearing**

18                  On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
19 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
20 and determine whether the Court should give it final approval, and (2) consider any objections made  
21 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
22 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
23 Proposed Final Order Approving Settlement of Class Action. Plaintiff will provide Defendants and  
24 their counsel with all moving papers for the motion for final approval for review and approval at  
25 least five business days before filing with the Court.

1                   **Section 3.07: Settlement Payment Procedures**

2                   **a. Settlement Amount**

3                   In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the  
4 Gross Settlement Amount in the amount of Nine Hundred Twenty-Five Thousand Dollars  
5 (\$925,000.00), subject to any pro rata increase under the conditions set forth in Section 3.05(e). The  
6 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class  
7 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement  
8 Amount, and the Incentive Award.

9                   Within ten (10) calendar days after the Date of Finality, Defendants shall transfer the Gross  
10 Settlement Amount plus Defendants' share of employer-side payroll taxes, as set forth herein, into a  
11 QSF established by the Settlement Administrator either directly or by sending the funds to the  
12 Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these  
13 funds to pay all Individual Class and/or PAGA Payments to Participating Class Members and PAGA  
14 Group Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA  
15 Payment, and the Settlement Administration Costs.

16                  Within ten (10) calendar days after receiving Defendants' final payment funding the Gross  
17 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
18 and/or Individual PAGA Payments to Participating Class Members and to PAGA Group Members,  
19 Class Counsel's attorneys' fees and costs, the LWDA Payment, the Incentive Award, and employer  
20 and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to  
21 this distribution, the Settlement Administrator will perform a search based on the National Change  
22 of Address Database to update and correct for any known or identifiable address changes.

23                   **b. Payment of Attorneys' Fees and Costs**

24                  Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
25 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Three  
26 Hundred and Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents  
27 (\$308,333.33). Class Counsel shall submit an application for an award of costs not to exceed Twenty  
28 Thousand Dollars (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the

1 Court at the Final Fairness and Approval Hearing. Defendants shall not object to or oppose any such  
2 application in these amounts. Class Counsel shall serve Defendants with copies of all documents  
3 submitted in support of their application for an award of attorneys' fees and costs.

4 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
5 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
6 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
7 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
8 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
9 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
10 will be reallocated to the Net Settlement Amount. The Parties agree that this Agreement shall not be  
11 voided or nullified if the Court decides to award a different amount to Plaintiff's counsel. Except for  
12 fees and costs awarded by the Court from the Settlement fund, the Parties will bear their own costs  
13 and attorneys' fees.

14 **c. Payment of Settlement Administration Costs**

15 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
16 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed  
17 Eleven Thousand Five Hundred Dollars (\$11,500.00).

18 **d. Payment of Incentive Award to Named Plaintiff**

19 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten  
20 Thousand Dollars (\$10,000.00), the request for which Defendants will not object to or oppose. The  
21 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment  
22 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court  
23 approves less than the amount of incentive award that Class Counsel request, the difference between  
24 the requested and awarded amounts will be reallocated to the Net Settlement Amount. The Parties  
25 agree that this Agreement shall not be voided or nullified if the Court decides to award a different  
26 Incentive Award amount to Plaintiff.

27 Because it is the intent of the Parties that the Incentive Award represent payment to Named  
28 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not

1 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,  
2 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing  
3 authorities as required by law.

4 **e. Payment to the Labor and Workforce Development Agency**

5 In consideration of claims made under PAGA, Class Counsel will request that the Court  
6 approve allocation of Sixty-Five Thousand Dollars (\$65,000) of the Gross Settlement Amount to  
7 these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and  
8 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid  
9 to the PAGA Group Members. Defendants will not oppose this request. The entire PAGA Settlement  
10 Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the  
11 amount allocated to Named Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

12 **f. Payment of Individual Class and/or PAGA Payments to Participating Class**  
13 **Members and PAGA Group Members**

14 The Parties agree that the Net Settlement Amount shall be used to fund Individual Class  
15 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
16 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
17 each Class Member. To calculate the minimum amount each Class Member will receive based on  
18 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
19 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated  
20 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class  
21 Member's approximate Individual Class Payment amount will be included in his or her Notice  
22 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to  
23 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the  
24 individual Qualifying Workweeks worked during the Class Period by each Participating Class  
25 Member.

26 The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided  
27 between all PAGA Group Members in proportion to the number of pay periods that each PAGA  
28 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA

1 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement  
2 Amount (or \$16,250) will be divided by the total number of pay periods worked by all PAGA Group  
3 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded  
4 up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA Payment  
5 will be included in his or her Notice Packet. After final approval by the Court, the PAGA Settlement  
6 Amount will be dispersed to all PAGA Group Members on a pro rata basis based on the number of  
7 pay periods worked during the PAGA Period by each PAGA Group Member. PAGA Group  
8 Members will receive Individual PAGA Payments regardless of whether they request exclusion from  
9 the Settlement Class.

10 Each Individual Class Payment will represent wages and penalties allocated using the  
11 following formula: 20% allocated to wages; 70% allocated to penalties, and 10% allocated to interest.  
12 Payments for the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid  
13 as wages shall be subject to all tax withholdings customarily made from an employee's wages and  
14 all other authorized and required withholdings and shall be reported by W-2 forms. The employer-  
15 side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts  
16 paid as penalties and interest shall be subject to all authorized and required withholdings other than  
17 the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099  
18 forms.

19 No later than ten (10) business days after receiving the Gross Settlement Amount from  
20 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual Class  
21 and/or PAGA Payments to Participating Class Members and PAGA Group Members. Individual  
22 Class Payments paid from the Net Settlement Amount allocated to wages will be reduced by  
23 applicable employer and employee tax withholdings, and the Settlement Administrator will issue a  
24 Form W-2 for the wage portion of the Individual Class Payments. The Settlement Administrator will  
25 issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual  
26 Class and/or PAGA Payments. Participating Class Members and PAGA Group Members shall have  
27 180 days from the date their Individual Class Payment checks and Individual PAGA Settlement  
28 Payment checks are dated to cash their checks. Any checks that are not cashed upon the expiration

of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated. If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

**g. No Credit Toward Benefit Plans.**

The Individual Class and/or PAGA Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

**Section 3.08: 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 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.

**Section 3.09. 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 Settlement Class Members or PAGA Group Employees), 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 Settlement Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Incentive Award Payment, the Class Counsel Litigation Expenses 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.

## ARTICLE IV

## **LIMITATIONS ON USE OF THIS SETTLEMENT**

## Section 4.01: No Admission

Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Class Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding or other special proceeding (other than solely in connection with this Settlement).

1           **Section 4.02: Non-Evidentiary Use**

2           Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,  
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims  
10 released through this Agreement.

11           **Section 4.03: Nullification**

12           The Parties have agreed to the certification of the Class encompassing all claims alleged in  
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason  
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will  
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
24 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

25           In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiff, and  
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties from  
6 any and all claims, contingent or accrued, against Defendants and the Released Parties, that have  
7 been, or could have been, asserted against Defendants or any of the other Released Parties and that  
8 arise from the facts, matters, transactions or occurrences alleged in the Action (“Released Claims”),  
9 including: statutory, constitutional, contractual, or common law claims for wages, damages, unpaid  
10 costs, statutory penalties, civil penalties, liquidated damages, interest, attorneys’ fees, litigation costs,  
11 restitution, or equitable relief, arising out of or related to any of the following categories of claims  
12 alleged in the operative complaint in the Action: (1) failure to timely pay and/or appropriately  
13 calculate minimum wage; (2) failure to timely pay and/or appropriately calculate overtime, or double  
14 time wages; (3) failure to provide compliant meal periods and/or pay compliant meal period  
15 premiums; (4) failure to authorize and permit compliant rest breaks and/or to pay compliant rest  
16 break premiums; (5) failure to reimburse necessary business-related expenses; (6) failure to provide  
17 accurate itemized wage statements; (7) failure to pay timely during employment; (8) failure to pay  
18 all wages due upon separation of employment; (9) inaccurate recordkeeping; and (10) all claims for  
19 unfair business practices in violation of Business & Professions Code § 17200, et seq that could have  
20 been premised on the facts, claims, causes of action or legal theories described above; and any  
21 applicable California Industrial Welfare Commission Wage Order; and any similar federal,  
22 California, and local statutes, regulations, ordinances, and laws, to the extent such claims were pled,  
23 or could arise out of the facts pled, as part of the action, including claims for wages, liquidated  
24 damages, interest, attorneys’ fees and costs that factually and reasonably arise out of the claims in  
25 the Action and operative complaint.

26  
27  
28

1           **Section 5.02: Released Claims by PAGA Group Members**

2           Upon the date of funding the Gross Settlement Amount, the State of California and PAGA  
3 Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s) sent  
4 to the LWDA and alleged in the operative complaint, which arose during the PAGA Period,  
5 regardless of whether PAGA Group Members opt out of the Class Settlement, including claims for  
6 PAGA penalties related to the following categories of Labor Code violations alleged in the operative  
7 Complaint and LWDA notice: (1) failure to timely pay and/or appropriately calculate minimum  
8 wage; (2) failure to timely pay and/or appropriately calculate overtime, or double time wages; (3)  
9 failure to provide compliant meal periods and/or pay compliant meal period premiums; (4) failure to  
10 authorize and permit compliant rest breaks and/or to pay compliant rest break premiums; (5) failure  
11 to reimburse necessary business-related expenses; (6) failure to provide accurate itemized wage  
12 statements; (7) failure to pay timely during employment; (8) failure to pay all wages due upon  
13 separation of employment; and (9) inaccurate recordkeeping.

14           **Section 5.03: Named Plaintiff's Additional Release.**

15           Upon the date of funding the Gross Settlement Amount, Named Plaintiff Antar Morrar, in  
16 addition to the Class and PAGA Releases articulated herein, waives, releases, acquits, and forever  
17 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,  
18 and causes of action, of any nature arising from Named Plaintiff's employment with Defendants,  
19 whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.  
20 Plaintiff and his respective former and present spouse,  
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and  
22 discharge the Releasees from all claims, transactions, or occurrences that occurred during the Class  
23 Period, including, but not limited to, all claims that were or reasonably could have been alleged based  
24 on the facts contained in the operative complaint, including all PAGA claims that were or reasonably  
25 could have been alleged based on facts contained in the operative complaint and/or Plaintiff's PAGA  
26 Notice. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to  
27 any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits,  
28 workers' compensation benefits that arose at any time, or based on occurrences outside the Class

1 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition  
2 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
3 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or  
4 additional facts or Plaintiff's discovery of them.

5 **Section 5.04: Named Plaintiff's Release of Unknown Claims**

6 Section 1542 of the California Civil Code provides as follows:

7 *"A general release does not extend to claims that the creditor or releasing*  
8 *party does not know or suspect to exist in his or her favor at the time of*  
9 *executing the release and that, if known by him or her, would have*  
10 *materially affected his or her settlement with the debtor or released party."*

11 Plaintiff's general release provided herein is made with an express waiver and relinquishment of  
12 any claim, right, or benefit under California Civil Code § 1542. Notwithstanding the provisions of  
13 section 1542, and to implement a full and complete release and discharge of the Released Parties,  
14 Named Plaintiff expressly acknowledges that this Agreement is intended to include in its effect,  
15 without limitation, all claims that Name Plaintiff does not know or suspect to exist in his favor at  
16 the time of signing this Agreement, and that this Agreement contemplates the extinguishment of  
17 any such claims.

18  
19 **ARTICLE VI**

20 **MISCELLANEOUS PROVISIONS**

21 **Section 6.01: Amendments or Modification**

22 The terms and provisions of this Agreement may be amended or modified only by an express  
23 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,  
24 and approved by the Court.

25 **Section 6.02: Assignment**

26 None of the rights, commitments, or obligations recognized under this Agreement may be  
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
28 consent of each other Party and their respective counsel. The representations, warranties, covenants,

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

### 3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
6 of laws.

### 7 **Section 6.04: Entire Agreement**

8 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
9 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
10 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
11 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be  
12 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
13 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
14 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
15 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
16 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
17 prior agreements or proposals.

### 18 **Section 6.05: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
20 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
21 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
22 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
23 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
24 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

### 25 **Section 6.06: Counterparts and Fax/DocuSign/PDF Signatures**

26 This Agreement, and any amendments hereto, may be executed in any number of counterparts  
27 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
28 executed and delivered shall be deemed to be an original. All counterparts taken together shall

1 constitute one instrument. A fax, DocuSign, or PDF signature on this Agreement shall be as valid as  
2 an original signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the  
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
6 representative of Defense Counsel shall meet and confer in good faith in an attempt to resolve such  
7 disputes prior to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

12 The Parties have cooperated in the negotiation and preparation of this Agreement. This  
13 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,  
14 was the drafter or participated in the drafting of this Agreement.

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
17 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
19 further believe that the Settlement is and is consistent with public policy, and fully complies with  
20 applicable law.

21 **Section 6.11: Headings**

22 The descriptive heading of any section or paragraph of this Agreement is inserted for  
23 convenience of reference only and does not constitute a part of this Agreement and shall not be  
24 considered in interpreting this Agreement.

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
27 communications under this Agreement must be in writing and addressed as follows:  
28

*To Named Plaintiff and the Class:*

**AEGIS LAW FIRM, PC**  
SAMUEL A. WONG  
KASHIF HAQUE  
JESSICA L. CAMPBELL  
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And

*To Defendants:*

GBG LLP  
JENNIFER SVANFELDT  
TERESA W. GHALI  
[jensvanfeldt@gbgllp.com](mailto:jensvanfeldt@gbgllp.com)  
[teresaghali@gbgllp.com](mailto:teresaghali@gbgllp.com)  
601 Montgomery Street, Suite 840  
San Francisco, CA 94111  
Telephone: (415) 603-5000  
Facsimile: (415) 840-7210

### **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

1           **Section 6.14: Mutual Full Cooperation**

2           The Parties agree fully to cooperate with each other to accomplish the terms of this  
3 Agreement, including but not limited to the execution of such documents, and the taking of such  
4 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
5 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
6 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
7 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
8 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

9           **Section 6.15: Authorization to Act**

10          Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and  
11 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
12 required to effectuate the terms of this Agreement, except for signing documents, including but not  
13 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant  
14 represents and warrants that the individual executing this Agreement on its behalf has the full right,  
15 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
16 herein.

17          **Section 6.16: No Reliance on Representations**

18          The Parties have made such investigation of the facts and the law pertaining to the matters  
19 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
20 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
21 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
22 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
23 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
24 herein, have been made to any party concerning this Agreement.

25          **Section 6.17: Publicity and Confidentiality.** Plaintiff, Class Counsel, Defendant and  
26 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is  
27 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another  
28 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, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree they will not issue a press release or hold a press conference to publish information about the settlement on any website in any way. Class Counsel and Plaintiffs agree to decline to respond to any media inquiries concerning the Settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

Plaintiff, Class Counsel, Defendant 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.

Both before and after the filing of the preliminary approval motion, the Parties and their counsel will not issue any press releases or initiate any contact with the media about this case and/or the fact, amount, or terms of the settlement. If, after the filing of the preliminary approval motion, counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond but must limit such response to the terms of the Settlement as those terms are set forth in the public record. Nothing in this paragraph is intended to limit Class Counsel's ability to reference this matter for purposes of proving adequacy in other matters.

**Section 6.18: No Tax Advice.**

Neither Plaintiff, Class Counsel, Defendants nor defense counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

**Section 6.19: 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.

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 22, 2024

ANTAR MORRAR

By:   
Antar Morrar (Feb 22, 2024 15:06 PST)  
Named Plaintiff

Dated:

BUCHER AND CHRISTIAN CONSULTING,  
INC. AND BCFORWARD RAZOR LLC

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: 2/22/2024

AEGIS LAW FIRM, PC

By:   
Fawn F. Bekam

Attorneys for Named Plaintiff Antar Morrar

//

1           **Section 6.19: Calendar Days.**

2           Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days.  
3 In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal  
4 holiday, such date or deadline shall be on the first business day thereafter.

5  
6                                   **EXECUTION BY PARTIES AND COUNSEL**

7           The Parties and their counsel hereby execute this Agreement.

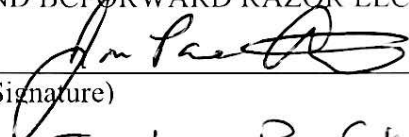
8  
9  
10 Dated:     Feb 22, 2024

ANTAR MORRAR

11  
12 By:   
          Named Plaintiff

13  
14  
15 Dated:     2/22/2024

BUCHER AND CHRISTIAN CONSULTING,  
INC. AND BC FORWARD RAZOR LLC

16 By:   
17           (Signature)  
18           Justin P. Christian  
19           (Printed Name)  
20           CEO  
21           (Title)

22           **APPROVED AS TO FORM ONLY:**

23 Dated:     2/22/2024

AEGIS LAW FIRM, PC

24 By:   
25           Fawn F. Bekam

26  
27 Attorneys for Named Plaintiff Antar Morrar

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Dated: February 29, 2024

GBG LLP

By:

  
Jennifer Svanfeldt

Attorneys for Defendants Bucher and Christian  
Consulting, Inc. and BCForward Razor LLC

# BCF\_Morrar - Long Form - FINAL (rec'd F. Bekam 1.24.2024)(89045611.1)

Final Audit Report

2024-02-22

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2024-02-22                                    |
| By:             | Fawn Bekam (fbekam@aegislawfirm.com)          |
| Status:         | Signed                                        |
| Transaction ID: | CBJCHBCAABAAAn39TVEuyLDx7LbB9MJDCdNooltqUjI3U |

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-  Document e-signed by Antar Morrar (amorrarsv@gmail.com)  
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