

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com

Filed
February 19, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV397331
By: MJacobo

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

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

ANTAR MORRAR, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. 22CV397331

Assigned for All Purposes to:
Hon. Theodore C. Zayner, Dept. 19

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: February 5, 2025
Time: 1:30 PM
Dept: 19

1 The above-entitled action came on for hearing before the Honorable Theodore C. Zayner
2 on February 5, 2025, at 1:30 p.m. in Department 19. The Court adopted the following tentative
3 ruling:

4 I. INTRODUCTION

5 This is a class and representative action arising out of alleged wage and hour violations.
6 On April 27, 2022, plaintiffs Brandon Mangold and Antar Morrar initiated this action by filing
7 a class action complaint against defendants Bucher and Christian Consulting, Inc., BCforward
8 Razor LLC, Gainwell Technologies LLC, and BCforwarding LLC. On June 28, 2022, defendant
9 Gainwell Technologies, LLC filed a notice of related cases , and the following day, defendant
10 BCforward Razor LLC filed a notice of removal of action to federal court. On January 12, 2023,
11 the court (Hon. Lucas) entered an order permitting plaintiffs to file a First Amended Complaint,
12 removing plaintiff Brandon Mangold and defendants Gainwell Technologies LLC and
13 BFforwarding LLC.

14 On January 12, 2023, plaintiff Antar Morrar (Plaintiff) filed the operative First Amended
15 Complaint (FAC) against defendants Bucher and Christian Consulting, Inc. and BCforward
16 Razor LLC (collectively, Defendants) setting forth the following causes of action: (1) failure to
17 pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
18 failure to permit rest breaks; (5) failure to reimburse necessary business expenses; (6) failure to
19 provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of
20 employment; (8) violation of Business and Professions Code §§ 17200, et seq.; and (9)
21 enforcement of Labor Code §§ 2698, et seq. [the Private Attorneys General Act (PAGA)].

22 On August 21, 2024, the court granted preliminary approval of the settlement. Plaintiff
23 now moves for final approval of the settlement, and Plaintiff's motion is unopposed.

24 II. LEGAL STANDARD

25 A. Class Action

26 Generally, "questions whether a settlement was fair and reasonable, whether notice to the
27 class was adequate, whether certification of the class was proper, and whether the attorney fee

award was proper are matters addressed to the trial court’s broad discretion. [Citation.]” (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235 (Wershba), disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260, 269.) In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” (Wershba, supra, 91 Cal.App.4th at pp. 244-245.) “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. [Citation.]” (Wershba, supra, 91 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned. [Citations.]” (Ibid., internal quotation marks omitted.) The burden is on the proponent of the settlement to show that it is fair and reasonable.

However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” [Citation.] (Wershba, supra, 91 Cal.App.4th at p. 245.)

B. PAGA

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. (Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 380, overruled on other grounds by Viking River Cruises, Inc. v. Moriana (2022) ___ U.S. ___, 2022 U.S. LEXIS 2940.) Seventy-five percent of any penalties recovered go to the Labor and Workforce Development

Agency (LWDA), leaving the remaining 25 percent for the employees. (Ibid.) PAGA is intended “to augment the limited enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.” (Id. at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. (Id. at p. 381.) Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to” PAGA. Court review “ensur[es] that any negotiated resolution is fair to those affected. [Citation.]” (Williams v. Superior Court (2017) 3 Cal.5th 531, 549.) “[C]lass certification is not required” in this context as in a class action. (Haralson v. U.S. Aviation Servs. Corp. (N.D. Cal. 2019) 383 F.Supp.3d 959, 971 (Haralson); Arias v. Superior Court (2009) 46 Cal.4th 969, 975.)

Similar to its review of class action settlements, the court must “determine independently whether a PAGA settlement is fair and reasonable” to protect “the interests of the public and the LWDA in the enforcement of state labor laws[.]” (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment “in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. [Citations.]” (Id. at p. 77; see also Haralson, supra, 383 F.Supp.3d at p. 971 [“[W]hen a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public[.]”], quoting LWDA guidance discussed in O’Connor v. Uber Technologies, Inc. (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133 (O’Connor).) The settlement must be reasonable in light of the potential verdict value. (See O’Connor, supra, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum 4 even where a claim succeeds at trial. (See Vical v. Mistras Group, Inc. (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8-9.)

III. DISCUSSION

1 This case has been settled on behalf of the following class:

2 ///

3 ///

4 [A]ll non-exempt employees of Defendants who have provided services to Meta
5 Platforms, Inc. (formerly Facebook) through Accenture LLP through their employment
6 with Defendants at any time during the Class Period.

7 The Agreement defines the “Class Period” as May 1, 2019, through January 14, 2024, and
8 “Defendants” as Bucher, Christian Consulting, Inc., and Bfforward Razor LLC.

9 The settlement also includes a subset of “PAGA Group Members” defined as “all non-
10 exempt employees who have provided services to Meta Platforms, Inc. (formerly Facebook)
11 through Accenture LLP through their employment with Defendants at any time between April
12 27, 2021 through January 14, 2024 (‘PAGA Period’).”

13 Under the settlement, Defendants will pay a gross settlement amount of \$925,000. The
14 gross settlement amount may be increased proportionately if the actual number of pay periods is
15 determined to be incorrect by more than 10%. The gross settlement amount includes attorney’s
16 fees of up to 1/3 of the gross settlement amount, litigation costs not to exceed \$20,000, a PAGA
17 allocation of \$65,000 (75 percent of which will be paid to the LWDA and 25 percent of which
18 will be paid to PAGA Employees as individual PAGA payments), a service award up to \$10,000,
19 and settlement administration costs not to exceed \$11,500. The net settlement amount will be
20 distributed to participating class members on a pro rata basis according to the number of
21 workweeks they were employed by Defendants.

22 In exchange for the settlement, the participating class members agree to release
23 Defendants, and related entities and persons, from all claims that were (or could have been)
24 alleged based on the facts pleaded in the FAC occurring during the Class Period. (Agreement, §
25 5.01.) PAGA Group Members agree to release Defendant, and related entities and persons, from
26 all claims for PAGA civil penalties that were alleged based on facts pleaded in the FAC and the
27 notice Plaintiff sent to the LWDA.

1 The court previously found the proposed settlement to be fair and the court continues to
2 make that finding for purposes of final approval.

3 Prior to the hearing on the motion for preliminary approval, the court issued a tentative
4 ruling indicating that the parties' proposal to send funds from uncashed checks issued to class
5 members to the State of California Unclaimed Property Fund did not comply with Code of Civil
6 Procedure section 384. The parties subsequently stipulated that settlement checks remaining
7 uncashed after 180 days of issuance would be donated to cy pres recipient Legal Aid at Work,
8 and the court finds this to comply with Code of Civil Procedure section 384.

9 On September 24, 2024, the settlement administrator (Phoenix Settlement
10 Administrators, Inc.) mailed out notices to the 646 class members. (Declaration of Jarrod Salinas
11 Regarding Notice and Settlement Administration (Salinas Decl.), ¶ 5.) One notice was returned
12 but redelivered after skip tracing. (Id., ¶ 6.) Ultimately, all notices were deliverable. (Id., ¶ 7.)
13 The settlement administrator received no exclusion requests, objections, or workweek disputes.
14 (Id., ¶¶ 8-10.) The employee's estimated average gross payout is approximately \$789.73, which
15 is then reduced by the employee's share of taxes and withholding. (Id., ¶ 13.) The average payout
16 ranges from \$2,195.79 to \$11.81. (Ibid.)

17 Plaintiff requests an enhancement award of \$10,000 and filed a supporting declaration at
18 preliminary approval. The court noted that the requested amount was higher than typically
19 awarded by the court in these types of cases and directed Plaintiff to file a supplemental
20 declaration specifically describing his involvement and providing an estimate of time spent.
21 Plaintiff's supplemental declaration states that he spent approximately 100 hours on the case
22 searching for documents, conferring with counsel, responding to questions from counsel,
23 conducting independent research, preparing for mediation, and reviewing the settlement
24 agreement. (Declaration of Antar Morrar in Support of Motion for Final Approval of Class
25 Action Settlement, ¶¶ 4-9, 14.) In light of the supplemental declaration, the court approves the
26 requested enhancement award of \$10,000.

1 The court also has an independent right and responsibility to review the requested
2 attorney's fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
3 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiff's counsel
4 requests attorney's fees in the amount of \$308,333.33 (1/3 of the gross settlement amount). 6
5 Aegis Law Firm's lodestar reflects 181.7 hours of work and \$147,565 in fees while co-counsel
6 Castle Law's lodestar reflects 42.25 hours of work and \$ 25,350 in fees, for a combined lodestar
7 of 223.95 hours and \$172,915 in fees. (Declaration of Jessica Campbell in Support of Plaintiff's
8 Motion for Final Approval of Class Action Settlement (Campbell Decl.), ¶¶ 36-37; Declaration
9 of Kent L. Bradbury in Support of Plaintiff's Motion for Final Approval of Class and
10 Representative Action Settlement (Bradbury Decl.), ¶ 17.) Billed rates range from \$600 to \$950.
11 (Campbell Decl., ¶ 37; Bradbury Decl., ¶ 18.)

12 The lodestar of \$172,915 relative to the requested fee award of \$308,333.33 results in a
13 multiplier of 1.78. This is within the range of multipliers that courts typically approve. (See
14 *Wershba*, supra, 91 Cal.App.4th at p. 255 ["Multipliers can range from 2 to 4 or even higher.
15 [Citations.]"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [observing
16 that multipliers ranging from one to four are typical in common fund cases].) The benefits
17 achieved by the settlement justify an award of attorney's fees to class counsel. The court finds
18 the requested attorney's fee award to be reasonable as a percentage of the common fund and
19 approves an attorney's fee award in the requested amount of \$308,333.33.

20 Plaintiff's counsel requests and provides evidence of litigation costs of \$ 15,844.85.
21 (Campbell Decl., ¶ 45 & Exh. 3.) These costs are approved. Settlement administration costs of
22 \$11,500 are also approved. (Salinas Decl., ¶ 16.)

23 IV. CONCLUSION

24 The motion for final approval of class and representative action settlement is GRANTED.
25 The class as defined herein is certified for settlement purposes. Judgment shall be entered
26 through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to Rule
27

1 3.769(h) of the California Rules of Court, the court retains jurisdiction over the parties to enforce
2 the terms of the settlement agreement and the final order and judgment.

3 The court sets a compliance hearing for October 8, 2025, at 2:30 p.m. in Department At
4 least ten court days before the hearing, class counsel and the settlement administrator shall
5 submit a summary accounting of the net settlement fund identifying distributions made as
6 ordered herein, the number and value of any uncashed checks, amounts remitted to the cy pres
7 recipient, the status of any unresolved issues, and any other matters appropriate to bring to the
8 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil
9 Procedure section 384, subdivision. Counsel may appear at the compliance hearing remotely.

10 IT IS SO ORDERED.

11
12
13 DATED: February 14, 2025


14 Honorable Theodore C. Zayner
15 JUDGE OF THE SUPERIOR COURT
16
17
18
19
20
21
22
23
24
25
26
27

CERTIFICATE OF SERVICE

I, the undersigned, 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; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On February 12, 2025, I served the foregoing document(s) entitled:

- PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

GBG LLP JENNIFER SVANFELDT (SB# 233248) TERESA W. GHALI (SB# 252961) AMANDA M. OSOWSKI (SB# 317843) jensvanfeldt@gbgllp.com teresaghali@gbgllp.com amandaosowski@gbgllp.com 601 Montgomery Street, Suite 1150 San Francisco, CA 94111 Telephone: (415) 603-5000 Facsimile: (415) 840-7210 Attorneys for Defendants BCFORWARD RAZOR, LLC	Timothy B. Del Castillo (SBN: 277296) tdc@castleemploymentlaw.com Kent L. Bradbury (SBN: 279402) kb@castleemploymentlaw.com CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC 2999 Douglas Blvd., Suite 180 Roseville, CA 95661 Telephone: (916) 245-0122 Attorneys for Plaintiff ANTAR MORRAR,
---	---

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

3 Executed on February 12, 2025, at Irvine, California.

4 *Laila Shams*

5 Laila Shams
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28