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Sued as Superior Talent Resources, Inc.*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

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21 ALEJANDRO ZAMARRIPA, individually,
and on behalf of all others similarly situated,

22

23 Plaintiff,

24 v.

25 SUPERIOR TALENT RESOURCES, INC., a
corporation; and DOES 1 through 50,
26 inclusive,

27 Defendants.

28

CASE NO.: 30-2019-01060339-CU-OE-CXC

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

1 This Amended Class Action Settlement and Release (“Settlement Agreement”) is entered
2 into as of the last date written below by and between Plaintiff Alejandro Zamarripa (“Plaintiff”), on
3 behalf of himself and the Class, on the one hand, and Defendant Acara Solutions, Inc. (“Acara” or
4 “Defendant”), sued as “Superior Talent Resources, Inc.” on the other hand. Plaintiff and Defendant
5 are collectively referred to herein as “Parties” and individually referred to herein as “Party.”

6 The Parties hereby agree to supplant the Class Action Settlement and Release previously
7 entered into by the Parties on July 23, 2020, with this Amended Settlement Agreement, which sets
8 forth several changes made in accordance with the Court’s Order dated October 2, 2020.

9 In consideration of the mutual covenants, promises, and agreements set forth herein, the
10 Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval
11 of the Court, this Action and the Released Claims shall be settled and compromised as between
12 Plaintiff and the Class on the one hand and Defendant on the other hand.

13 **DEFINITIONS**

- 14 1. “Acara” means Acara Solutions, Inc., sued as “Superior Talent Resources, Inc.”
- 15 2. “Action” means *Zamarripa v. Superior Talent Resources, Inc.*, Superior Court of the
16 State of California for the County of Orange, Case No. 30-2019-01060339-CU-OE-CXC.
- 17 3. “Class” means all non-exempt employees of Defendant who worked for Defendant
18 in California during the Class Period.
- 19 4. “Class Counsel” means the Wand Law Firm, P.C. and the Law Office of Scott E.
20 Wheeler.
- 21 5. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
22 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
23 Action.
- 24 6. “Class Information” means information regarding Class Members that Defendant
25 will in good faith compile from its records and provide to the Settlement Administrator. It shall be
26 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
27 Class Member’s full name; social security number; last known address; last known telephone
28 number; and number of Compensable Work Weeks.

1 7. “Class Member” means each person who is a member of the Class defined above and
2 who is eligible to participate in this Settlement.

3 8. “Class Period” means the time period from March 29, 2015 up to and including July
4 29, 2020.

5 9. “Class Representative Service Award” means the amount that the Court authorizes
6 to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of,
7 *inter alia*, Plaintiff’s efforts and risks in assisting with the prosecution of the Action and in return
8 for executing a general release with Defendant.

9 10. “Compensable Work Week” or “Compensable Work Weeks” mean a reasonable
10 estimate of weeks worked (which are equivalent to pay periods) by each Class Member individually
11 and by all Class Members collectively during the Class Period based on Defendant’s records and
12 used as a value to calculate Individual Settlement Payments. The number of Compensable Work
13 Weeks for each Class Member will be determined by adding all the calendar days within the
14 inclusive dates of employment for the employee and dividing that number by seven. Any partial
15 workweek will be expressed as a percentage of a full workweek.

16 11. “Court” means the Superior Court for the County of Orange, State of California.

17 12. “Defendant” means Acara Solutions, Inc., sued as “Superior Talent Resources, Inc.”

18 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
19 and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes
20 final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but
21 it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court;
22 (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced
23 thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and
24 Judgment is entered by the Court; or (c) if there is an Objection to the Settlement that is not
25 withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been
26 filed within sixty-five (65) calendar days following the date that the Final Approval Order and
27 Judgment is entered by the Court, then when any such appeal, writ, or other appellate proceeding
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1 opposing the validity of the Settlement has been resolved finally and conclusively with no right to
2 pursue further remedies or relief.

3 14. “Final Approval Order and Judgment” means an order and judgment by the Court
4 that finally approves this Settlement and enters a judgment in favor of Plaintiff.

5 15. “Gross Settlement Amount” means the maximum amount which Defendant is
6 obligated to pay under this Settlement Agreement, which is Seven Hundred and Eighty Thousand
7 Dollars (\$780,000.00). This is a non-reversionary Settlement in which Defendant is required to pay
8 the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
9 Defendant under any circumstances.

10 16. “Individual Settlement Payment” means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member.

12 17. “LWDA” means the California Labor and Workforce Development Agency.

13 18. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
14 Counsel Award, Class Representative Service Award, payment to the LWDA for PAGA penalties,
15 and Settlement Administration Costs.

16 19. “Notice of Class Settlement” means the notice, substantially in the form attached
17 hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class Member, and which
18 explains, *inter alia*, the terms of this Settlement Agreement, the settlement process, and each Class
19 Member’s estimated Individual Settlement Payment.

20 20. “Notice Packet” means collectively the Notice of Class Settlement, Objection Form,
21 and Exclusion Form, which the Settlement Administrator will mail to each Class Member.

22 21. “Operative Complaint” means the First Amended Complaint which Plaintiff filed,
23 with Defendant’s express approval, on June 12, 2020.

24 22. “Objection” means a written communication submitted by a Class Member to the
25 Settlement Administrator that contains a clear statement by the Class Member that he or she is
26 objecting to any of the terms of the Settlement. An Objection Form, substantially in the form
27 attached hereto as **Exhibit 2**, will be provided to each Class Member along with the Notice of Class
28 Settlement.

1 23. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
2 Plaintiff or Defendant, individually.

3 24. “Payment Ratio” means the respective Compensable Work Weeks for each
4 Settlement Class Member divided by the total Compensable Work Weeks for all Settlement Class
5 Members.

6 25. “Plaintiff” means Plaintiff Alejandro Zamarripa.

7 26. “Preliminary Approval Date” means the date upon which the Court filed an order
8 substantially in the form attached hereto as **Exhibit 3**, and which grants preliminary approval of the
9 Settlement.

10 27. “Request for Exclusion” means a communication submitted by a Class Member to
11 the Settlement Administrator that contains a clear statement by the Class Member that he or she is
12 electing to be excluded from the Settlement. An Exclusion Form, substantially in the form attached
13 hereto as **Exhibit 4**, will be provided to each Class Member along with the Notice of Class
14 Settlement.

15 28. “Released Claims by Plaintiff” means: As of the Effective Date, Plaintiff, as a Class
16 Member, agrees to the Release of Claims by Settlement Class Members, which is set forth in
17 paragraph 29 below. In addition to Release of Claims by Settlement Class Members, Plaintiff agrees
18 to a general release, which includes any unknown claims that he did not know or suspect to exist in
19 his favor at the time of the general release, which, if known, might have affected his Settlement
20 with, and release of, the Released Parties. Plaintiff for himself and for his heirs, executors,
21 administrators, successors and assigns hereby releases, discharges and promises not to sue the
22 Released Parties as to any and all claims, demands, causes of action, fees and liabilities, claims for
23 money damages, or any other type of relief of any nature whatsoever, whether known or unknown,
24 whether statutory or common law, which Plaintiff ever had, now has or may hereafter have against
25 the Released Parties by reason of any actual or alleged act, omission, transaction, practice, conduct,
26 occurrence, or other matter up to and including the Effective Date of this Agreement, as defined in
27 Paragraph 13 of this Settlement. Without limiting the generality of the foregoing or characterizing
28 the nature of Plaintiff’s claims, this Settlement releases the Released Parties from any claim by

1 Plaintiff, on an individual basis: (i) for wages, including overtime wages, bonuses, commissions,
2 vacation pay, sick pay, severance, back pay, front pay, or compensation of any kind including any
3 such claim arising under federal or California state law; (ii) for civil penalties pursuant to any
4 provision of the California Labor Code and/or the Industrial Welfare Commission’s Wage Orders;
5 (iii) for alleged public policy violation, discrimination, harassment, or retaliation, under Title VII of
6 the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e et seq.), the Civil Rights Act of 1866 (42 U.S.C.
7 § 1981), the Americans With Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), the
8 Equal Pay Act, the Rehabilitation Act, the California Fair Employment and Housing Act (Cal. Gov’t
9 Code §§ 12940 et seq.), the California Labor Code and any analogous laws of the State of California,
10 the public policies of California, or any other federal, state, or local statute, ordinance or common
11 law which forbids discrimination, harassment, or retaliation in any aspect of employment, including
12 retaliation for engaging in “whistle blowing” activity or for filing a workers’ compensation claim;
13 (iv) for negligence, breach of an express or implied employment contract, collective bargaining
14 agreement, violation of public policy, wrongful discharge, constructive termination, discriminatory
15 discharge, conspiracy, fraud, false imprisonment, intentional or negligent infliction of emotional
16 distress, mental or physical injury, tortious interference with contract or prospective economic
17 advantage, or defamation; (v) under any other federal, state, or local statute or common law that
18 may apply in the context of his employment with Acara, including, but not limited to, the Family
19 and Medical Leave Act, the California Family Rights Act, the Employee Retirement Income
20 Security Act, the False Claims Act, and the Sarbanes-Oxley Act of 2002; and (vi) any and all claims
21 for attorney’s fees, costs, and disbursements which Plaintiff ever had, now has, or hereafter can,
22 shall or may have against the Released Parties for, upon or by reason of any act, omission,
23 transaction or occurrence up to and including the Effective Date of this Settlement. Notwithstanding
24 the foregoing, nothing in this Settlement shall affect claims that cannot be released as a matter of
25 law. With respect to the general release, Plaintiff stipulates and agrees that, upon the Effective Date,
26 he shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by
27 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
28 similar provision under federal or state law as to the generally released claims, which provides:

1 “A general release does not extend to claims which the creditor or releasing party
2 does not know or suspect to exist in his or her favor at the time of executing the
3 release, and that if known by him or her would have materially affected his or her
4 settlement with the debtor or released party.”

5 Plaintiff may hereafter discover facts in addition to or different from those now known or
6 believed to be true with respect to the subject matter of the general release, but upon the Effective
7 Date, he shall be deemed to have fully, finally, and forever settled and released any and all of the
8 claims released pursuant to the general release, whether known or unknown, suspected or
9 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any
10 theory of law or equity.

11 The general release applies to Plaintiff only. It does not apply to the Released Claims by
12 Settlement Class Members, which is set forth in paragraph 29 below.

13 29. “Released Claims by Settlement Class Members” means: As of the Effective Date,
14 Settlement Class Members shall fully and finally release and discharge Released Parties, from
15 March 29, 2015 through July 29, 2020 (the Class Period), from any and all claims, debts, liabilities,
16 demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action
17 contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and
18 claims alleged in the Operative Complaint, including any claims for: (a) failure to maintain required
19 records, California Labor Code §§ 226, 1174; (b) failure to furnish accurate, itemized wage
20 statements, California Labor Code §§ 226, 1174; (c) violation of the California Investigative
21 Consumer Reporting Agencies Act, California Civil Code § 1786 *et seq.*; (d) violation of the
22 California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 *et seq.*; (e)
23 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*; (f)
24 violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; and (g) and violation of
25 California Private Attorneys’ General Act, California Labor Code § 2699 *et seq.*, predicated on any
26 of the violations of the California Labor Code and applicable IWC Wage Order alleged in the
27 Operative Complaint.

28 30. “Released Parties” collectively mean: (i) Defendant; (ii) Defendant’s respective past,
present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors

1 and assigns; (iii) the past, present and future shareholders, managers, officers, partners, members,
2 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing;
3 and (iv) any individual or entity which could be jointly liable with any of the foregoing.

4 31. "Response Deadline" means sixty (60) days after the postmark date of the Notice
5 Packet that the Settlement Administrator shall mail to Class Members, and the last date on which
6 Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
7 Settlement.

8 32. "Settlement" means the disposition of the Action pursuant to this Agreement.

9 33. "Settlement Administration Costs" means the amount to be paid to the Settlement
10 Administrator from the Gross Settlement Amount for administration of this Settlement.

11 34. "Settlement Administrator" means Phoenix Settlement Administrators. The
12 Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of
13 the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class; (b)
14 receiving and reporting the Requests for Exclusion and Objections submitted by Class Members;
15 (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this
16 Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and
17 Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders
18 the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely
19 apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that
20 they have no financial interest or other relationship with Phoenix Settlement Administrators that
21 could create a conflict of interest. Should a conflict of interest or other issue lead to the
22 disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a
23 suitable replacement.

24 35. "Settlement Class" or "Settlement Class Members" means all Class Members who
25 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

26 **RECITALS**

27 36. WHEREAS, On March 25, 2019, Plaintiff filed a complaint against Defendant in
28 Orange County Superior Court, Case No. 30-2019-01060339-CU-OE-CXC. On May 21, 2019,

1 Defendant filed an answer to the complaint. On May 22, 2019, Defendant removed the action to the
2 United States District Court for the Central District of California. On July 19, 2019, Judge David O.
3 Carter remanded this Action to this Court.

4 37. WHEREAS, The Parties have conducted significant investigation of the facts and
5 law during the prosecution of this Action and before this Settlement was reached. Such discovery
6 and investigation includes, *inter alia*, the exchange of information and documents pertaining to
7 Plaintiff and the Class, and numerous meetings and informal conferences wherein the Parties
8 exchanged information, class data, and theories of the case. The Parties have also investigated the
9 law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

10 38. WHEREAS, The Parties participated in a private mediation session with Steven J.
11 Rottman, on January 7, 2020. On January 24, 2020, the Parties accepted a proposal from the
12 mediator regarding the material terms for a proposed class action settlement that would fully resolve
13 this matter.

14 39. WHEREAS, Plaintiff and Class Counsel recognize the expense and length of
15 continued proceedings necessary to litigate Plaintiff's claims through trial and any possible appeals.
16 Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and
17 the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
18 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
19 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
20 damages for the Class. Plaintiff and Class Counsel have also taken into account Defendant's
21 agreement to enter into a settlement that confers substantial relief upon the members of the Class.
22 Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in
23 this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the best interests
24 of the Class.

25 40. WHEREAS, Defendant has concluded that any further defense of this litigation
26 would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy,
27 and resources have been and, unless this Settlement is completed, will continue to be devoted to the
28 defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further

1 litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to
2 contend that it is not liable for any of the claims alleged by Plaintiff in this Action, Defendant has
3 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement
4 Agreement to put to rest the claims in this Action. As to the Released Claims, Defendant denies
5 and continues to deny liability as to each of those claims.

6 41. WHEREAS, pursuant to a stipulation between the parties, on June 12, 2020, Plaintiff
7 filed a First Amended Complaint against Defendant. The First Amended Complaint shall be the
8 Operative Complaint for the purposes of this Settlement. On June 26, 2020, Defendant filed an
9 Answer to the First Amended Complaint.

10 42. WHEREAS, as of July 1, 2020, Defendant estimates the number of members in the
11 Class to be 10,012, with a total number of 342,261 Compensable Work Weeks.

12 **STIPULATION AND AGREEMENT**

13 43. NOW, THEREFORE, for good and valuable consideration, the sufficiency of which
14 is hereby acknowledged, and in consideration of the mutual covenants, promises, and agreements
15 set forth herein, the Parties agree, subject to the Court’s approval, as follows:

16 44. Incorporation of Recitals. The recitals above are hereby incorporated by reference
17 as contractual terms of this Agreement.

18 45. Binding Settlement. It is agreed by and among Plaintiff and Defendant that this
19 Settlement shall bind the Plaintiff, Settlement Class Members, and Defendant, subject to the terms
20 and conditions hereof.

21 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
22 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
23 an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
24 communication or disclosure between or among the Parties or their attorneys and other advisers, is
25 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
26 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
27 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
28 or its own, independent legal and tax counsel for advice (including tax advice) in connection with

1 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
2 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
3 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
4 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
5 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
6 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
7 acknowledging party of the tax treatment or tax structure of any transaction, including any
8 transaction contemplated by this Agreement.

9 47. Class Certification. The Parties stipulate to class certification for purposes of
10 settlement only. If the Court does not grant either preliminary or final approval of this Settlement,
11 the Parties stipulate that this stipulation regarding class certification will be revoked and the Parties
12 will return to a point in litigation immediately prior to the execution of this Settlement Agreement.

13 48. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
14 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
15 have this matter presented to the Court for preliminary and final approval.

16 49. Release of Claims by Plaintiff. Plaintiff releases the "Released Claims by Plaintiff,"
17 as defined, as of the Effective Date. Except with respect to a breach of obligations arising out of
18 this Settlement, if any, to the fullest extent permitted by law, Plaintiff agrees not to lodge any
19 complaint in court, or with any federal, state or local agency or any other forum, including without
20 limitation arbitration, in any jurisdiction, arising out of or related to the Released Claims by Plaintiff.
21 Other than the Action, Plaintiff hereby represents and warrants that he has brought no complaint,
22 claim, charge, action or proceeding against any of the Released Parties in any jurisdiction or forum,
23 nor will he, from the date of signing forward, assist or encourage any other person or persons in
24 doing so. Nothing herein shall prevent Plaintiff from filing or from cooperating in any charge filed
25 with a governmental agency (including the Equal Employment Opportunity Commission and/or the
26 National Labor Relations Board) or for providing truthful information to law enforcement; however,
27 Plaintiff acknowledges and agrees that he is waiving the right to any monetary recovery should any
28 agency (such as the Equal Employment Opportunity Commission or any similar state or local

1 agency) pursue any claim on his behalf. Except with respect to a breach of obligations arising out
2 of this Settlement, execution of this Settlement by the Parties operates as a complete bar and defense
3 against any and all of the Released Claims. If Plaintiff should hereafter make any of his Released
4 Claims as part of any charge, complaint, action, claim or proceeding against the Released Parties,
5 this Settlement may be raised as and shall constitute a complete bar to any such action, claim or
6 proceeding and the Released Parties, or any of them, shall be entitled to and shall recover from the
7 other all costs incurred, including attorneys' fees, in defending against any such action, claim or
8 proceeding.

9 50. Release of Claims by Settlement Class Members. Settlement Class Members release
10 the "Released Claims by Settlement Class Members," as defined, as of the Effective Date. Except
11 with respect to a breach of obligations arising out of this Settlement, if any, to the fullest extent
12 permitted by law, Settlement Class Members agree not to lodge any complaint in court, or with any
13 federal, state or local agency or any other forum, including without limitation arbitration, in any
14 jurisdiction, arising out of or related to the Released Claims by Settlement Class Members.

15 51. Agency Charges. Nothing in this Settlement is intended to prohibit Plaintiff and
16 Settlement Class Members from filing a charge with any agency that enforces anti-discrimination
17 or securities laws, or from cooperating with or providing truthful information to any such agency or
18 law enforcement. However, Plaintiff understands that by signing this Settlement, he has waived his
19 right to recover any money from any of the Released Parties, other than the amounts payable under
20 this Settlement.

21 52. Settlement Administration. Within twenty (20) calendar days after the Preliminary
22 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

23 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
24 Administrator will perform a search based on the National Change of Address Database to update
25 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
26 receiving the Class Information, the Settlement Administrator shall mail copies of the Notice of
27 Class Settlement to all Class Members via regular First Class U.S. Mail. The Settlement
28 Administrator shall exercise its best judgment to determine the current mailing address for each

1 Class Member. The address identified by the Settlement Administrator as the current mailing
2 address shall be presumed to be the best mailing address for each Class Member.

3 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
4 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed
5 to the forwarding address affixed thereto within seven (7) calendar days. If no forwarding address
6 is provided, the Settlement Administrator shall promptly attempt to determine a correct address by
7 use of skip-tracing, or other search using the name, address and/or Social Security number of the
8 Class Member involved, and shall then perform a re-mailing, if another mailing address is identified
9 by the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
10 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement
11 to: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

12 b. Disputes Regarding Individual Settlement Payments. Class Members will
13 have the opportunity, should they disagree with Defendant's records regarding the dates of
14 employment stated in the Notice of Class Settlement, to provide documentation and/or an
15 explanation to show contrary information by the Response Deadline. The dispute form must: (a)
16 contain the full name, address, and telephone number of the Class Member, and the last four digits
17 of the Class Member's social security number or full employee ID number; (b) contain the case
18 name and case number; (c) a clear statement by the Class Member that he or she is disputing the
19 number of Compensable Workweeks and the basis for the dispute; (d) any documentation
20 demonstrating that the number of Compensable Workweeks listed in the Notice of Class Settlement
21 is incorrect; (e) be signed by the Class Member; and (f) be postmarked by the Response Deadline.
22 The date of the postmark on the return mailing envelope on the dispute form shall be the exclusive
23 means used to determine whether it has been timely submitted. If there is a dispute, the Settlement
24 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
25 Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual
26 Settlement Payments under the terms of this Agreement. In the absence of circumstances indicating
27 fraud, manipulation or destruction, Defendant's records shall be given a rebuttable presumption of
28 accuracy.

1 c. Request for Exclusion. Class Members who wish to exclude themselves from
2 the Settlement must mail to the Settlement Administrator a Request for Exclusion by the Response
3 Deadline. Class Members may submit the Request for Exclusion Form provided to them or they can
4 draft and submit their own Request for Exclusion. In either event, the Request for Exclusion must:
5 (a) contain the full name of the Class Member, and the last four digits of the Class Member's social
6 security number or full employee ID number; (b) contain the case name and case number; (c) a clear
7 statement by the Class Member that he or she is electing to be excluded from the Settlement; (d) be
8 signed by the Class Member; and (e) be postmarked by the Response Deadline. The date of the
9 postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means
10 used to determine whether it has been timely submitted. The Request for Exclusion will be deemed
11 invalid if it does not contain the foregoing information. Any Class Member who requests to be
12 excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and
13 shall not be bound by the terms of the Settlement or have any right to object, appeal or comment
14 thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before
15 the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order
16 and Judgment entered in this Action.

17 d. Objections. Class Members who wish to object to the Settlement must mail
18 to the Settlement Administrator a written Objection by the Response Deadline. Class Members may
19 submit the Objection Form provided to them or they may draft and submit their own Objection. In
20 either event, the Objection must: (a) contain the full name of the Class Member, and the last four
21 digits of the Class Member's social security number or full employee ID number; (b) contain the
22 case name and case number; (c) be signed by the Class Member; (d) state the basis for the Objection;
23 and (e) be postmarked by the Response Deadline. The date of the postmark on the return mailing
24 envelope on the Objection shall be the exclusive means used to determine whether the Objection
25 has been timely submitted. Absent good cause found by the Court, Class Members who fail to make
26 Objections in the manner specified above shall be deemed to have waived any objections and shall
27 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class
28 Members who submit a timely Objection will have a right to appear at the final approval hearing in

1 order to have their Objection heard by the Court. At no time shall any of the Parties or their counsel
2 seek to solicit or otherwise encourage Class Members to submit Objections to the Settlement or
3 appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Class
4 Members with respect to any such Objections. The Settlement Administrator will provide the Parties
5 with any Objection within five (5) calendar days of receipt of the Objection. Plaintiff will file any
6 and all Objections with the Court, regardless of whether they comply with the requirements set forth
7 herein, in advance of the Final Approval Hearing.

8 54. Funding Gross Settlement Amount. Within twenty-one (21) calendar days of the
9 Effective Date, Defendant shall wire transfer the full Gross Settlement Amount to the Settlement
10 Administrator.

11 55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
12 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
13 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
14 last known mailing address.

15 a. The Settlement Administrator shall calculate the total Compensable Work
16 Weeks for all Settlement Class Members based on the Class Information provided by Defendant.
17 The respective Compensable Work Weeks for each Settlement Class Member will be divided by the
18 total Compensable Work Weeks for all Settlement Class Members, resulting in the Payment Ratio
19 for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then
20 multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.

21 b. One hundred percent (100%) of the Individual Settlement Payment shall
22 represent payment for penalties. This payment will not be subject to withholding of local, state, and
23 federal taxes. If required, the Settlement Administrator shall issue an IRS Form 1099 to each
24 Settlement Class Member in relation to this payment.

25 c. Uncashed Settlement Checks. Individual Settlement Payment checks shall
26 remain negotiable for one hundred and twenty (120) days from the postmark date of issuance. If the
27 Settlement Check is not cashed, deposited, or otherwise negotiated within the 120-day deadline, the
28 check will be voided, and the funds associated with any such voided checks shall be distributed in

1 accordance with California Code of Civil Procedure § 384 to Legal Aid at Work, a nonprofit
2 organization which, among other things, operates Workers' Rights Clinics at sites across California.
3 The Parties represent that they do not have an interest in the governance or work of Legal Aid at
4 Work. Should a conflict of interest or other issue lead to the disapproval of Legal Aid at Work as a
5 *cy pres* recipient, the Parties will meet and confer as to a suitable replacement *cy pres* recipient.

6 d. Certification By Settlement Administrator. The Parties have the right to
7 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
8 Administrator concerning the administration of the Settlement will be resolved by the Court, under
9 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
10 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
11 completion of administration of the Settlement, the Settlement Administrator shall provide written
12 certification of such completion to counsel for the Parties, and which shall be filed with the Court
13 as necessary.

14 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
15 by Settlement Class Members shall be deemed to be income to such Settlement Class Members
16 solely in the year in which such awards actually are received by the Settlement Class Members. It
17 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
18 entitle any Settlement Class Member to additional compensation or benefits under any company
19 compensation or benefit plan or agreement in place during the period covered by the Settlement,
20 nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
21 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
22 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
23 Settlement Class Members in connection with this Settlement, and that the Settlement Class
24 Members are not entitled to any new or additional compensation or benefits as a result of having
25 received the Individual Settlement Payments (notwithstanding any contrary language or agreement
26 in any benefit or compensation plan document that might have been in effect during the period
27 covered by this Settlement).

28

1 f. Class Representative Service Award. Defendant agrees not to oppose or
2 object to a Class Representative Service Award to Plaintiff of up to Five Thousand Dollars
3 (\$5,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form
4 1099–MISC to Plaintiff in connection with the Class Representative Service Award payment.
5 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class
6 Representative Service Award and shall hold harmless Defendant and Class Counsel from any claim
7 or liability for taxes, penalties, or interest arising as a result of the Class Representative Service
8 Award payment. The Class Representative Service Award shall be in addition to Plaintiff's
9 Individual Settlement Payment. This Settlement is not contingent upon the Court awarding Plaintiff
10 a Class Representative Service Award in any amount, and any amount requested by Plaintiff for the
11 Class Representative Service Award that is not granted by the Court shall return to the Net
12 Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

13 g. Class Counsel Award. Defendant agrees not to oppose or object to any
14 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
15 Settlement Amount, or Two Hundred and Sixty Thousand Dollars (\$260,000.00). Defendant further
16 agrees not to oppose any application or motion by Class Counsel for the reimbursement of any costs
17 or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement
18 Amount not to exceed Twenty Thousand Dollars (\$20,000.00). Class Counsel shall be solely and
19 legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
20 Settlement Administrator shall issue an IRS Form 1099–MISC to Class Counsel for the payments
21 made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
22 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel
23 for the Class Counsel Award and costs that is not granted by the Court shall return to the Net
24 Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

25 h. Settlement Administration Costs. The Settlement Administrator shall be paid
26 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
27 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
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1 \$40,950.00. Prior to the filing of a motion for final approval of this Settlement, the Settlement
2 Administrator shall provide the Parties with a statement detailing the costs of administration.

3 i. Payment to the LWDA. Twenty thousand dollars (\$20,000) from the Gross
4 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
5 Seventy-five percent (75%) of that amount, or \$15,000.00, will be paid to the LWDA and twenty-
6 five (25%) of that amount, or \$5,000.00, will be paid to the Settlement Class. This PAGA Payment
7 is made pursuant to California Labor Code § 2699(i).

8 56. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
9 Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement
10 Administration Costs, and payment to the LWDA, shall all be distributed by the Settlement
11 Administrator within fourteen (14) calendar days of receipt of the Gross Settlement Amount from
12 Defendant. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
13 Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions
14 and payments made in accordance with this Agreement.

15 57. Indemnification. Plaintiff and Settlement Class Members understand and agree that
16 they are solely responsible for any tax liabilities and consequences that they and/or Defendant may
17 incur as the result of all payments made under this Settlement, and that the Released Parties shall
18 bear no responsibility for any such liabilities or consequences. Plaintiff agrees to indemnify and
19 hold Released Parties harmless from liability for tax payments, required tax withholdings, penalties,
20 additions to tax and/or interest that the Released Parties are obligated to pay because of Plaintiff's
21 failure to comply with his obligations under this Settlement, and the Released Parties shall not be
22 required to pay any further sums to Plaintiff for any reason as part of this settlement even if the tax
23 liabilities and consequences to Plaintiff are ultimately assessed in a fashion not presently anticipated
24 by him.

25 58. Non Disparagement. Plaintiff agrees that he will not disparage the Released Parties
26 in any manner. Nothing herein shall preclude Plaintiff from providing truthful information or
27 testimony to any government or law enforcement agency, or if compelled by operation of law or
28 legal process.

1 59. No Cooperation/Assistance. To the fullest extent permitted by law, Plaintiff
2 represents, warrants, and agrees not to voluntarily assist anyone else in lodging or prosecuting any
3 formal or informal complaint or charge in any court, or with any federal, state or local agency,
4 arbitrator, or any other forum in any jurisdiction against Defendant or the Released Parties arising
5 out of or related to any person’s former, current, or prospective employment with Defendant or any
6 affiliated entity. Nothing in this Settlement, however, shall restrict Plaintiff’s ability to testify
7 truthfully in any suit, hearing, or investigation which Plaintiff has not personally commenced
8 provided that his testimony is compelled by subpoena or other operation of law.

9 60. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
10 of the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
11 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments;
12 (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) payment to the
13 LWDA; and (e) the Settlement Administration Costs.

14 61. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
15 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
16 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
17 or (d) the Settlement does not become final for any other reason, this Settlement Agreement shall
18 be null and void and any order or judgment entered by the Court in furtherance of this Settlement
19 shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded
20 under this Settlement shall be returned to their respective statuses as of the date and time
21 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects
22 as if this Agreement had not been executed, except that any fees already incurred by the Settlement
23 Administrator shall be paid by Defendant. In the event an appeal is filed from the Court’s Final
24 Approval Order and Judgment, or any other appellate review is sought, administration of the
25 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
26 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal
27 from the Court’s Final Approval Order and Judgment, or any other appellate review, shall be paid
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1 to the Settlement Administrator by the party or person that filed the appeal, within thirty (30)
2 calendar days of said notification.

3 62. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
4 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
5 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
6 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

7 63. No Admission by Defendant. Defendant denies any and all claims alleged in this
8 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
9 admission, and shall not be used against Defendant as an admission or indication with respect to any
10 claim of any fault, concession, or omission by any Defendant.

11 64. Exhibits and Headings. The terms of this Settlement Agreement include the terms
12 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
13 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
14 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
15 only and do not constitute a part of this Agreement.

16 65. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
17 except such proceedings necessary to implement and complete the Settlement, holding the Action
18 in abeyance pending the final approval hearing to be conducted by the Court.

19 66. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
20 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
21 with this Agreement shall be resolved as follows:

22 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
23 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party
24 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
25 the alleged violation.

26 b. Upon receiving notice of the alleged violation or dispute, the responding
27 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the
28 initiating Party with the reasons why the Party disputes all or part of the allegation.

1 c. If the response does not address the alleged violation to the initiating Party's
2 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
3 differences.

4 d. If Class Counsel and Defendant's Counsel are unable to resolve their
5 differences after twenty (20) calendar days, either Party shall first contact the mediator (Steven J.
6 Rottman) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate
7 motion for enforcement with the Court. The briefing of such motion should be in letter brief form
8 and shall not exceed five (5) single-spaced pages (excluding exhibits).

9 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
10 under this Section may be recovered by any Party that prevails under the standards set forth within
11 the meaning of applicable law.

12 67. Amendment or Modification. This Agreement may be amended or modified only by
13 a written instrument signed by counsel for all Parties.

14 68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
15 the entire Agreement among these Parties, and no oral or written representations, warranties, or
16 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
17 representations, warranties, and covenants contained and memorialized in the Agreement and its
18 Exhibits. Any subsequent alterations, additions or deletions to this Settlement shall be ineffective
19 unless reduced to writing and signed by each of the Parties whose signature appears below

20 69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
23 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
24 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
25 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
26 unable to reach agreement on the form or content of any document needed to implement the
27 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
28 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such

1 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant
2 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
3 warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part
4 of a claim, covered by this Settlement to a third-party.

5 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and
6 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 71. California Law Governs. All terms of this Settlement Agreement and the Exhibits
8 hereto shall be governed by and interpreted according to the laws of the State of California.

9 72. Counterparts. This Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
11 instrument. In the event that any signature is delivered by facsimile transmission, electronic
12 signature (including DocuSign or similar third-party service) or by e-mail delivery of a portable
13 document format (.pdf) data file, such signature shall create a valid and binding obligation of the
14 party executing (or on whose behalf such signature is executed) with the same force and effect as if
15 such facsimile or .pdf signature page were an original thereof.

16 73. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
17 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
18 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
19 and potential.

20 74. Joint Preparation. This Settlement has been negotiated by and between Parties of
21 equal bargaining power and each has had the opportunity to contribute to its drafting. It is not to be
22 construed in favor of or against either party hereto.

23 75. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
24 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
25 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
26 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
27 for purposes of interpreting, implementing, and enforcing the settlement embodied in this
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1 Agreement and all orders and judgments entered in connection therewith. All terms of this
2 Settlement Agreement are subject to approval by the Court.

3 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
6 and enforceable.

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[SIGNATURES ON FOLLOWING PAGE]

1 Dated: _____

By: _____
Alejandro Zamarripa

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4 Dated: 11.09.2020

By: 
Acara Solutions, Inc.

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Title: CEO

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8 **APPROVED AS TO FORM:**

9

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11 Dated: _____

By: _____
Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel for Plaintiff Alejandro Zamarripa

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15 Dated: _____

By: _____
Aubry Wand
The Wand Law Firm, P.C.


Counsel for Plaintiff Alejandro Zamarripa

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18

19 Dated: November 9, 2020

By: 
Pascal Benyamini
Katrina W. Forsyth
Faegre Drinker Biddle & Reath LLP

Counsel for Defendant Acara Solutions, Inc.

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Dated: 11/6/2020

DocuSigned by:
Alejandro Zamarripa
D251C2868AA34FE
By: _____
Alejandro Zamarripa


Dated: _____

By: _____
Acara Solutions, Inc.

Title: _____

APPROVED AS TO FORM:

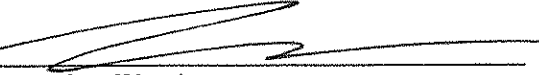
Dated: 11/16/2020

By: 

Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel for Plaintiff Alejandro Zamarripa

Dated: 11/16/2020

By: 

Aubry Wand
The Wand Law Firm, P.C.

Counsel for Plaintiff Alejandro Zamarripa

Dated: _____

By: _____
Pascal Benyamini
Katrina W. Forsyth
Faegre Drinker Biddle & Reath LLP

Counsel for Defendant Acara Solutions, Inc.

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Alejandro Zamarripa v. Superior Talent Resources, Inc.*, California Superior Court, County of Orange, Case No. 30-2019-01060339-CU-OE-CXC (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the case, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Acara Solutions, Inc. (“Defendant”), sued as Superior Talent Resources, Inc., for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. However, if you do so, you will not receive any payment under the Settlement. You may, but are not required to, use the enclosed Exclusion Form.
OBJECT	To object to the Settlement, you must write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement. You may, but are not required to, use the enclosed Objection Form.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees of Defendant who worked for Defendant in California during the time period of March 29, 2015 through July 29, 2020.

According to Defendant’s records, you are a member of the Class (a “Class Member”).

What is this case about?

In the Action, Plaintiff alleges on behalf of himself and the Class the following claims against Defendant: (1) failure to maintain required records; (2) failure to furnish accurate, itemized wage statements; (3) violation of the California Investigative Consumer Reporting Agencies Act; (4) violation of the California Consumer Credit Reporting Agencies Act; (5) violation of the California Unfair Competition Law; (6) violation of the Fair Credit Reporting Act; and (7) and violation of California Private Attorneys’ General Act, California Labor Code § 2699 *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Operative Complaint.

Defendant denies any and all wrongdoing and liability, and maintains that it has complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission

of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

LAW OFFICE OF SCOTT E. WHEELER

Scott E. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988

THE WAND LAW FIRM, P.C.

Aubry Wand
400 Corporate Pointe, Suite 300
Culver City, California 90230
Telephone: (310) 590-4503

Defendant's Counsel

**FAEGRE DRINKER BIDDLE & REATH
LLP**

Pascal Benyamini
Katrina W. Forsyth
1800 Century Park East, Suite 1500
Los Angeles, California 90067
Telephone: (310) 203-4063

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$780,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees in the amount of \$260,000 and costs in the amount of \$20,000, a service award in amount of \$5,000 to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of \$15,000 for PAGA penalties, and settlement administration costs in the amount of \$40,950 to Phoenix Settlement Administrators, from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$439,050.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period from March 29, 2015 through July 29, 2020, you worked [REDACTED] Compensable Workweeks for Defendant in California as a non-exempt employee.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number, and be signed by you; (2) contain the case name and case number; and (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute. You may also wish to attach any documentation demonstrating that you were not credited with the correct number of Compensable Workweeks.

Based on your Compensable Workweeks, your settlement payment is estimated to be \$ [REDACTED].

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any and all settlement checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g. cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement.

The settlement payment check issued to you will be allocated as 100% for penalties. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$260,000 (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$20,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$5,000 to Plaintiff for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$40,950. A payment in the amount of \$15,000 will also be made to the LWDA for PAGA penalties. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount of at least \$439,050 which will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the Effective Date, Settlement Class Members shall fully and finally release and discharge Released Parties, from March 29, 2015 through July 29, 2020, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (1) failure to maintain required records, California Labor Code §§ 226, 1174; (2) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 1174; (3) violation of the California Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 *et seq.*; (4) violation of the California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 *et seq.*; (5) violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*; (6) violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; and (7) and violation of California Private Attorneys' General Act, California Labor Code § 2699 *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Operative Complaint.

The Effective Date is the date on which the Superior Court's Final Approval Order and Judgment becomes final. The Superior Court's Final Approval Order and Judgment "becomes final" upon the latter of: (1) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (2) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (3) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have two options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED]. In order to be valid, your Request for Exclusion must: (1) contain your full name and the last four digits of your social security number or full employee ID number, and be signed by you; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement. In order to be timely, your Request for Exclusion must be postmarked on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will not be entitled to any benefit as a result of the Settlement, but you will preserve all of the legal claims asserted in this Action against Defendant. You may complete and submit the enclosed Request for Exclusion Form, or draft and submit your own exclusion form, whichever you prefer.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must mail to the Settlement Administrator at [REDACTED], a written statement of objection. The Objection must: (1) contain your full name and the last four digits of your social security number or full employee ID number, and be signed by you; (2), contain the case name and case number; and (3) state the basis for the Objection. In order to be timely, the Objection must be postmarked on or before [REDACTED]. Absent good cause found by the Court, if you fail to make an Objection in the manner specified herein, you shall be deemed to have waived your Objection. Class Counsel will provide the Court with your Objection prior to the final approval hearing. You can also hire an attorney at your own expense to represent you in your Objection. You may complete and submit the enclosed Objection Form, or draft and submit your own objection, whichever you prefer.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, CA 92701. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Orange County Superior Court Civil Complex Center, or the website for the court: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do>. You can also visit the settlement website located at: www.phoenixclassaction.com/zamarripa-v-str for more information, including a copy of the Settlement Agreement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit 2

OBJECTION FORM

Alejandro Zamarripa v. Superior Talent Resources, Inc.
Superior Court of the State of California for the County of Orange
(Case No. 30-2019-01060339-CU-OE-CXC)

If you wish to **object** to the settlement, please fill out the information below, and return this completed postage-paid form by mailing it to:

Zamarripa v. Superior Talent Resources, Inc. c/o Settlement Administrator
[ADDRESS]

Your objection must be postmarked by: **[INSERT RESPONSE DEADLINE HERE]**.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(Signature)

(Printed Name)

(Last four digits of Social Security Number or
Employee ID Number)

Exhibit 3

1 **THE WAND LAW FIRM, P.C.**

Aubry Wand (SBN 281207)
2 400 Corporate Pointe, Suite 300
Culver City, California 90230
3 Telephone: (310) 590-4503
Facsimile: (310) 590-4596
4 Email: awand@wandlawfirm.com

5 **LAW OFFICE OF SCOTT E. WHEELER**

Scott E. Wheeler (SBN 187998)
6 250 West First Street, Suite 216
Claremont, California 91711
7 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
8 Email: sew@scottwheelerlawoffice.com

9 *Attorneys for Plaintiff and the Putative Class*

10
11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF ORANGE

14 ALEJANDRO ZAMARRIPA, individually, and
on behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 SUPERIOR TALENT RESOURCES, INC., a
corporation; and DOES 1 through 50, inclusive,

20 Defendants.

Case No.: 30-2019-01060339

[Hon. Glenda Sanders]

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Date: November 20, 2020
Time: 1:30 p.m.
Dept.: CX101

Action Filed: March 29, 2019
Trial Date: None Set

1
2 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

3 The Court has before it Plaintiff’s unopposed Motion for Preliminary Approval of Class Action
4 Settlement (“Motion”). On August 3, 2020, Plaintiff filed a brief in support of his Motion, along with the
5 Class Action Settlement Agreement and Release and a declaration of counsel in support. On October 1,
6 2020, the Court issued a Tentative Order informing the Parties of several concerns it had with the
7 Settlement and requesting additional information regarding the Settlement. On November 10, 2020,
8 Plaintiff filed a supplemental brief in support of the Motion, along with a supplemental declaration of
9 counsel, a declaration from the Settlement Administrator, and an Amended Class Action Settlement
10 Agreement and Release executed on [REDACTED] (“Amended Settlement Agreement”)¹. Having considered
11 these documents, and good cause appearing therefore, the Court hereby finds and orders as follows:

12 1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement
13 Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore
14 meets the requirement for preliminary approval.

15 2. The Court conditionally certifies for settlement purposes the following Class:

16 All non-exempt employees of Defendant who worked for Defendant in California during the time
17 period of March 29, 2015 through July 29, 2020.

18 3. The Court finds, for settlement purposes, that the Class meets the requirements for
19 certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that
20 joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to
21 the Class, which predominate over any individual issues; (c) Plaintiff’s claims are typical of the claims of
22 the Class; (d) Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of the Class;
23 and (e) a class action is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 4. The Court appoints, for settlement purposes, Plaintiff Alejandro Zamarripa as
26 representative for the Class.

27
28 ¹ All capitalized terms have the same meaning as defined in the Amended Settlement Agreement unless
otherwise indicated.

1 5. The Court appoints, for settlement purposes, the Wand Law Firm, P.C. and the Law Office
2 of Scott E. Wheeler, as Counsel for the Class.

3 6. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator.

4 7. The Parties are ordered to carry out the Settlement according to the following
5 implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Notice Packet	
Last day for Class Members to submit a dispute, Request for Exclusion, or Objection	
Last Day to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	

6 8. The Court approves as to form and content the Notice of Class Settlement, the Objection
7 Form, and the Exclusion Form, which are collectively referred to as the Notice Packet. *See* Amended
8 Settlement Agreement ¶ 20. The Notice Packet is attached hereto as Exhibit A.

9 9. The Settlement Agreement is not a concession or admission and shall not be used against
10 Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant.
11 Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any
12 document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or
13 accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
14 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
16 wrongdoing, omission, concession or damage.

17 10. Pursuant to the terms of the Settlement Agreement, Defendant shall not be liable for more
18 than the agreed upon Gross Settlement Amount.

1 11. The Court finds that the method of giving notice to the Class constitutes the best means
2 practicable of providing notice under the circumstances. The Court further finds that the Notice of Class
3 Settlement and the method of giving notice to the Class meet the requirements of California Code of
4 Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the
5 California and United States Constitutions, and other applicable law.

6 12. At the Final Approval Hearing, the Court will consider, *inter alia*, whether the Settlement
7 should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered,
8 and whether the payments provided for under the Settlement, including attorneys' fees and costs and
9 class representative service award, should be finally approved and granted.

10 13. Pending the Final Approval Hearing, all proceedings in this Action, other than
11 proceedings necessary to implement the Settlement and this Order, are stayed.

12 **IT IS SO ORDERED.**

13
14 DATED: _____

HONORABLE GLENDA SANDERS
JUDGE OF THE SUPERIOR COURT

Exhibit 4

REQUEST FOR EXCLUSION

Alejandro Zamarripa v. Superior Talent Resources, Inc.
Superior Court of the State of California for the County of Orange
(Case No. 30-2019-01060339-CU-OE-CXC)

Please fill out only if you wish to be **excluded** from the settlement. Persons who submit valid and timely requests for exclusion (1) will not be permitted to participate in the case, (2) will not be eligible to receive any portion of the settlement payments from the settlement reached between the parties as described in the Notice of Class Action Settlement, and (3) will not be bound by any rulings or verdict which may be made in the lawsuit.

If you wish to be excluded from this class action lawsuit, please fill out the information below, and return this completed postage-paid form by mailing it to:

Zamarripa v. Superior Talent Resources, Inc. c/o Settlement Administrator
[ADDRESS]

To be excluded from this case, the Request for Exclusion form must be postmarked by:

[INSERT RESPONSE DEADLINE HERE IN BOLD].

By filling out the information below, I wish to exclude myself from the Settlement in *Zamarripa v. Superior Talent Resources, Inc.*, Superior Court of California, County of Orange, Case No. 30-2019-01060339-CU-OE-CXC, and I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement.

Dated: _____

(Signature)

(Printed Name)

(Last four digits of Social Security number or
Employee ID Number)