

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

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

LIBRADO SARCENO, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

REGULUS GROUP LLC, an unknown
business entity; TRANSCENTRA, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2018-00234541-CU-OE-GDS

Honorable Shama H. Mesiwala
Department 53

CLASS ACTION

**DECLARATION OF ZACHARY COOLEY
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: May 5, 2021
Time: 1:30 p.m.
Department: 53

Complaint Filed: June 11, 2018
FAC Filed: June 1, 2020
Jury Trial: None Set

DECLARATION OF ZACHARY COOLEY

I, ZACHARY COOLEY, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, California 92626. My telephone number is (714) 640-5616. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a class action settlement administration company located in Costa Mesa, California. It is founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. The Court approved Simpluris as the Settlement Administrator to administer the settlement in accordance with the terms of Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement"). Simpluris has been and will be responsible, among other things, for: (a) printing and mailing the Notice of Class Action Settlement, and Hearing Date for Final Court Approval of Settlement ("Class Notice"), Claim Form, and pre-addressed and postage-paid return envelope (together, the "Notice Packet"); (b) performing a search based on the National Change of Address Database ("NCOA") prior to mailing the Notice Packet to Class Members and performing a skip-trace search on any Notice returned as undeliverable; (c) calculating the number of weeks during which each Class Member worked for any of Defendants in the State of California as an hourly-paid or non-exempt employee during the period from June 11, 2014 through November 25, 2020 ("Workweeks"); (d) receiving, reviewing, and processing Claim Forms and formal requests to be excluded from the Class Settlement ("Requests for Exclusion"), written statements of objection to the Class Settlement ("Notices of Objections"), and/or written disputes regarding the number of Workweeks credited to them ("Workweeks Disputes") by Class Members (if any); (e) and answering questions from Class Members. If the Court grants final approval of the Settlement, Simpluris will be responsible, among other things, for: (f) calculating and distributing payments under the settlement, and tax-reporting following final approval; (g) mailing settlement checks; (h) and for

1 such other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

2 **NOTIFICATION TO THE CLASS**

3 4. On December 12, 2020, Simpluris received the Court-approved Notice Packet from
4 Class Counsel. The Notice Packet advised Class Members of their right to file a claim to receive
5 payment from settlement fund, opt out from the Class Settlement, object to the Class Settlement,
6 dispute the number of credited Workweeks, or do nothing, and the implications of each such action.
7 The Notice Packet advised Class Members of applicable deadlines and other events, including the
8 deadline to file a claim, Final Approval Hearing, and how Class Members could obtain additional
9 information. The Notice Packet was pre-printed with the name and address of the Class Member,
10 dates used to calculate his/her estimated settlement share, and instructions for challenging the dates.
11 A true and correct copy of an exemplar Notice Packet is attached hereto as “**EXHIBIT A**”.

12 5. On December 22, 2020, Counsel for Defendant provided Simpluris with a mailing list
13 containing the following information for each Class Member: (1) employee number; (2) full name; (3)
14 last known address; (4) last known telephone number; (5) Social Security number; (6) start and end
15 dates of work as an hourly or non-exempt employee in California during the period from June 11,
16 2014 through November 25, 2020 (“Class Period”); and (7) related data from which the number of
17 each Class Member's Workweeks can be calculated (collectively, “Class Data List”). The Class Data
18 List contained data for 181 individuals identified as Class Members.

19 6. The mailing addresses contained in the Class Data List were processed and updated
20 utilizing the NCOA maintained by the U.S. Postal Service. The NCOA contains changes of address
21 filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service
22 change of address request, the address listed with the NCOA was utilized in connection with the
23 mailing of the Notice Packets.

24 7. On January 22, 2021, after updating the mailing addresses through the NCOA, Notice
25 Packets were mailed via First-Class U.S. Mail to the 181 individuals identified as Class Members
26 contained in the Class Data.

27 8. To date, Simpluris has received zero (0) Notice Packets returned as undeliverable, with
28 a forwarding address. If a Class Member’s Notice Packet was returned by the USPS as undeliverable

1 and without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace)
2 on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris
3 used the Class Member's name, previous address and Social Security Number to locate a current
4 address. To date, Simpluris has received twenty-one (21) Notice Packets returned as undeliverable
5 and without forwarding addresses. Through the advanced address searches, Simpluris was able to
6 locate twenty (20) updated addresses and Simpluris promptly re-mailed the Notice Packets to those
7 updated addresses. Ultimately, one (1) Class Member's Notice Packets remain undeliverable because
8 Simpluris was unable to locate a current address.

9 9. On March 5, 2021, after reviewing the total valid, received claims as of that date,
10 Simpluris caused a reminder postcard notice to be mailed to all Class Members who had yet to file a
11 claim form. A true and correct copy of an exemplar reminder postcard notice is attached hereto as
12 "EXHIBIT B".

13 **CLAIMS, EXCLUSIONS AND OBJECTIONS**

14 10. The deadline for Class Members to submit Claim Form, a Request for Exclusion,
15 Notice of Objection, or Workweeks Dispute was March 25, 2021 ("Response Deadline").

16 11. As of this date, Simpluris has received one hundred and twenty-seven (127) valid
17 timely Claim Forms from Class Members. The valid Claims forms represent 70.16% of the class.
18 Simpluris has received one (1) untimely Claim Forms. The parties have not decided if the late form
19 should be accepted as valid or rejected.

20 12. As of this date, Simpluris has received zero (0) valid, invalid, or untimely Requests for
21 Exclusion from a Class Member.

22 13. As of this date, Simpluris has not received any Notices of Objection from Class
23 Members.

24 14. As of this date, Simpluris has not received any Workweeks Disputes from Class
25 Members.

26 **BREAKDOWN OF SETTLEMENT FUND**

27 15. As of this date, there are one hundred and twenty-seven (127) Class Members who
28 submitted valid and timely Claim Forms ("Claimants") and will be paid a portion of the Net Settlement

Amount (“Individual Settlement Share”). The Net Settlement Amount available to pay Claimants is estimated to be \$794,421.00 and was determined as follows:

Maximum Settlement Amount:	\$1,400,000.00
Less attorneys’ fees:	-\$ 490,000.00
Less litigation costs and expenses:	-\$ 30,000.00
Less Settlement Administration Costs:	-\$ 6,500.00
Less Enhancement Award:	-\$ 7,500.00
Less LWDA Payment:	-\$ 18,750.00
<u>Less Estimated Employer Share of Tax</u>	<u>-\$ 52,829.00</u>
NET SETTLEMENT AMOUNT:	\$ 794,421.00

16. As of this date, the **highest Individual Settlement Share** to be paid to a Claimant is approximately \$10,954.38 and the **average Individual Settlement Share** to be paid is approximately \$6,255.28. These amounts are subject to taxes and withholdings, are not final, and are subject to change based on the approved deductions from the Maximum Settlement Amount. Claimants will have 120 days to cash their settlement payment checks. Thereafter, any uncashed settlement payments will become void and will be sent to the *cy pres* recipient, Koinonia Family Services.

ADMINISTRATION COSTS

17. Simpluris’ total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$6,500.00. Simpluris’ work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments. A true and correct copy of the invoice stating Simpluris’ administration costs is attached hereto as “**EXHIBIT C**”.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct. Executed on April 20, 2021, at Louisville, Kentucky

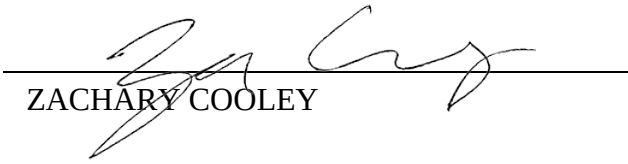

ZACHARY COOLEY

EXHIBIT A

CLAIM FORM
LIBRADO SARCENO V. REGULUS GROUP, LLC AND
TRANSCENTRA, INC.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
CASE NO. 34-2018-00234541

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Barcode_114921»

I. Instructions

- A. You must complete and timely return this Claim Form to receive an Individual Settlement Payment. Incomplete and/or late Claim Forms will be rejected. You must complete, sign, date, and submit this Claim Form to the Settlement Administrator by First-Class mail, fax, or e-mail, so that it is postmarked or received by fax or e-mail on or before March 25, 2021 at the mailing address, e-mail address, or fax number listed below. Your decision as to whether or not to submit this Claim Form will in no way affect your employment with Regulus Group, LLC or TransCentra, Inc. (“Defendants”). Defendants will not retaliate against you in any way for submitting a Claim Form in this Settlement.

Sarceno v. Regulus Group, LLC et al
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591
Email address: regulusgroupsettlement@simpluris.com

For your convenience in returning this Claim Form by mail, a pre-addressed and postage-prepaid envelope has been provided.

- B. If you fail to submit your Claim Form by March 25, 2021, you will not receive any money in connection with the Settlement, although you will be bound by the other provisions of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”). You will not be retaliated against for participating in the Settlement.
- C. You are responsible for maintaining a copy of the fully completed Claim Form and proof of submission.
- D. If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator. You can update your contact information using Section II of this Claim Form.

II. Your Mailing Address

Please review the following identifying information, and make any necessary changes in the right-hand column:

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

Name/Address Changes (if any):

() _____
Area Code Telephone Number

III. Your Workweeks

As described in the accompanying Notice of Proposed Class Action Settlement, and Hearing Date for Final Court Approval of Settlement, your Individual Settlement Share is calculated based on the number of weeks you worked for Defendants as a non-exempt employee in California during the period from June 11, 2014 to November 25, 2020 (“Workweeks”).

According to Defendants’ records, you worked «MERGED_WW» Workweeks.

Assuming 100% participation in the Settlement and no changes to the number of Workweeks credited to you or other Class Members, your Individual Settlement Share is estimated to be approximately \$«MERGED_EstSettAmnt_CALC».

Your final Individual Settlement Share could be more or less depending on the number of Claim Forms submitted, resolution of any workweek disputes, and after reduction for employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share. Each Individual Settlement Share is allocated as one-third wages, one-third penalties, and one-third interest, reimbursement of business expenses, and other non-wage damages. An IRS Form 1099 will be issued for the non-wages portion and an IRS Form W-2 will be issued for the wages portion, using your Social Security Number that you provided to Defendants, based on Defendants' records.

If you disagree with the number of Workweeks allocated to you above, you may present your workweek dispute by explaining why you believe the Workweeks credited to you are incorrect and stating the number of Workweeks you believe is correct, in the space provided below, attaching any documents or other information that supports your position, and returning this form no later than March 25, 2021:

If you dispute the number of Workweeks as stated above, Defendants' records will control unless you are able to provide documentation with this Claim Form that establishes otherwise, and that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Settlement Administrator. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

IV. Verification

I have received the reviewed the Notice of Pendency of Class Action Settlement.

I understand that, upon the Effective Date, and except as to such rights or claims as may be created by the Settlement Agreement, I will fully release, compromise, and discharge Regulus Group, LLC and TransCentra, Inc. ("Defendants") each of their past, present and future parents, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with any of the foregoing (collectively "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law, arising from June 11, 2014 through the date the Court finally approves the Settlement, that were alleged in the Complaint or could have been alleged based on the factual allegations in the Complaint, including without limitation, California Labor Code sections 201, 202, 203, 204, 218, 218.5, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, section 11040, et seq., and California Business and Professions Code sections 17200, et seq., and including all claims for alleged unpaid wages, unpaid overtime or double time wages, unpaid minimum wages, failure to properly calculate the regular rate of pay, failure to timely pay wages at separation, failure to timely pay wages during employment, failure to provide meal periods or meal period premiums, failure to provide rest periods or rest period premiums, one day's rest in seven, off-the-clock work, unreimbursed business expenses and costs, failure to provide accurate and itemized wage statements, failure to maintain payroll records and recordkeeping, failure to provide and/or reimburse expenses for uniforms and/or equipment, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, including any such claims which the Plaintiff and Class Members do not know or suspect to exist in their favor against Released Parties from June 11, 2014 to and including the date the Court finally approves the Settlement (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, and workers compensation. In addition, except as to such rights or claims as may be created by the Settlement Agreement, I will be forever barred and enjoined from instituting or accepting damages or obtaining relief against the Released Parties for the Released Claims.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing release is voluntary and true and correct.

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

LIBRADO SARCENO, individually, and on behalf of other
members of the general public similarly situated and on
behalf of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

REGULUS GROUP LLC, an unknown business entity;
TRANSCENTRA, an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

CASE NO. 34-2018-00234541

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT**

**ATTENTION: ALL PERSONS CURRENTLY AND FORMERLY EMPLOYED BY DEFENDANTS AS NON-EXEMPT
EMPLOYEES IN CALIFORNIA DURING THE PERIOD BETWEEN JUNE 11, 2014 AND NOVEMBER 25, 2020.**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A SETTLEMENT OF CLASS
ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR
RIGHT TO MAKE A CLAIM FOR PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE
PROCEDURES DESCRIBED BELOW.**

**YOU MUST SUBMIT A CLAIM FORM ON OR BEFORE MARCH 25, 2021, IF YOU WISH TO RECEIVE
PAYMENT FOR YOUR SHARE OF THE SETTLEMENT (“INDIVIDUAL SETTLEMENT SHARE”) DESCRIBED
BELOW, OR YOU MUST SUBMIT A REQUEST FOR EXCLUSION ON OR BEFORE MARCH 25, 2021 TO BE EXCLUDED
FROM THE SETTLEMENT.**

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) entered by
the Superior Court of the State of California for Sacramento County (“Court”) entered November 25, 2020.

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court
of the State of California for Sacramento County, Case No. 34-2018-00234541 (the “Action”) on behalf of all persons currently or
formerly employed by Defendants Regulus Group, LLC or TransCentra, Inc., (“Defendants”) as non-exempt employees in California
during the period between June 11, 2014 and November 25, 2020 (collectively referred to as the “Settlement Class” or individually as a
“Class Member”); however, the Settlement Class does not include any person who previously settled or released the claims covered by
this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered
by this Settlement.

You have received this Notice because Defendants’ records indicate you are a Class Member. This Notice is to advise you of
your options under the Settlement.

I. BACKGROUND OF THE CASE

On June 11, 2018, Plaintiff Librado Sarceno commenced the Action and filed the Class Action Complaint for Damages in
the Sacramento County Superior Court on behalf of himself and all current and former hourly-paid or non-exempt employees who
worked for any of the Defendants within the State of California at any time during the period from June 11, 2014 to final judgment.
The time period between June 11, 2014 and November 25, 2020 is referred to as the Class Period.

On June 1, 2020, Plaintiff Librado Sarceno (“Plaintiff” or “Class Representative”) filed a First Amended Class Action
Complaint for Damages and Enforcement under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“First Amended
Complaint” or “Complaint”) in the Action.

Plaintiff’s First Amended Complaint alleges Defendants failed to properly pay overtime wages, failed to provide compliant
meal periods and associated premiums, failed to provide complaint rest periods and associated premiums, failed to pay minimum wages,
failed to timely pay wages upon termination and during employment, failed to provide compliant wage statements, failed to keep
requisite payroll records, failed to reimburse necessary business expenses, and therefore engaged in unfair competition and owes
penalties under the Private Attorneys General Act of 2004 (“PAGA”). Plaintiff’s First Amended Complaint seeks recovery of alleged
damages, penalties, interest, and attorneys’ fees and costs.

Defendants deny all claims, deny that Plaintiff and the Class Members are entitled to any recovery, and asserts affirmative
defenses in response to Plaintiff’s First Amended Complaint.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected retired federal judge. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached this class-wide Settlement based upon the recommendation of the private mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants (“Settlement,” “Agreement,” or “Settlement Agreement”), which has been preliminarily approved by the Court.

On November 25, 2020, the Court preliminarily appointed Plaintiff Librado Sarceno as the Class Representative and Edwin Aiwasian, Esq., Arby Aiwasian, Esq. and Joanna Ghosh, Esq. of the law firm Lawyers for Justice, PC as counsel for the Class (“Class Counsel”).

If you are part of the Settlement Class, you are entitled to receive an Individual Settlement Payment by submitting the Claim Form mailed to you herewith, object to the Settlement by submitting a written objection as set forth herein, or to exclude yourself (“opt out”) from the Settlement by submitting a written request for exclusion (“Request for Exclusion”), or dispute the Workweek information contained in the Claim Form by completing the designated portion within the Claim Form and submitting it with written evidence to the Settlement Administrator.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendants agree to pay a maximum of One Million Four Hundred Thousand Dollars (\$1,400,000) (“Maximum Settlement Amount”), which will include all Individual Settlement Payments to Class Members who submit valid and timely Claim Forms (“Claimants”), Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to the Class Representative, employer’s share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares (“Employer Taxes”), the Labor and Workforce Development Agency’s (“LWDA”) share of penalties allocated to the PAGA (“PAGA Payment”) to the LWDA (the “LWDA Payment”), and all Settlement Administration Costs to the Settlement Administrator. The entire Maximum Settlement Amount will be fully paid out to Claimants and no portion of the Maximum Settlement Amount will revert back to Defendants.

The amount available to be distributed to Claimants (“Net Settlement Amount”) will be calculated by deducting the following amounts as awarded and approved by the Court from the Maximum Settlement Amount:

- Attorneys’ Fees and Costs to Class Counsel;
- Enhancement Award to the Class Representative;
- Employer Taxes;
- Settlement Administration Costs to the Settlement Administrator; and
- the LWDA Payment to the LWDA.

As explained on the Claim Form enclosed herewith, the amount of each Claimant’s Individual Settlement Payment will depend on the number of weeks that he or she worked for Defendants as a nonexempt employee in California during the Class Period (“Workweeks”). The Claim Form will list the number of Workweeks allocated to each Class Member and his/her estimated Individual Settlement Share (an Individual Settlement Payment is the net payment of the Individual Settlement Share after reduction for employee’s share of payroll taxes due on the wages-portion of each Individual Settlement Share) assuming all Class Members submit a Claim Form and receive an Individual Settlement Payment. The actual Individual Settlement Payments may be more or less than the amount estimated depending on the actual number of Workweeks worked by Class Members, and on the distributions approved and allocated by the Court. If you disagree with the number of Workweeks allocated to you, you can follow the instructions listed in the Claim Form to submit a dispute.

B. Release of Claims

Upon the Effective Date, the Plaintiff and Class Members who have not submitted a valid and timely Request for Exclusion further explained below, fully release, compromise, and discharge Defendants and each of their past, present and future parents, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with any of the foregoing (collectively “Released Parties”), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action of any nature under any state, federal or local law, arising from June 11, 2014 through the date the Court finally approves the Settlement, that were alleged in the Complaint or could have been alleged based on the factual allegations in the Complaint, including without limitation, California Labor Code sections 201, 202, 203, 204, 218, 218.5, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, section 11040, et seq., and California Business and Professions Code sections 17200, et seq., and including all claims for alleged unpaid wages, unpaid overtime or double time wages, unpaid minimum wages, failure to properly calculate the regular rate of pay, failure to timely pay wages

at separation, failure to timely pay wages during employment, failure to provide meal periods or meal period premiums, failure to provide rest periods or rest period premiums, one day's rest in seven, off-the-clock work, unreimbursed business expenses and costs, failure to provide accurate and itemized wage statements, failure to maintain payroll records and recordkeeping, failure to provide and/or reimburse expenses for uniforms and/or equipment, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action, including any such claims which the Plaintiff and Class Members do not know or suspect to exist in their favor against Released Parties as of the date the Court finally approves the Settlement (collectively "Released Claims").

Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, and workers compensation. In addition, except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and the Class Members who have not submitted a valid and timely Request for Exclusion are forever barred and enjoined from instituting or accepting damages or obtaining relief against the Released Parties for any period from June 11, 2014 to and including the date of final approval of the Settlement, for the Released Claims.

C. Enhancement Award for the Class Representative

Subject to approval by the Court, the Class Representative will receive a payment for his service as the Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendants' attorneys' fees and costs for an unsuccessful outcome in the Action ("Enhancement Award"). The Enhancement Award will not exceed Seven Thousand Five Hundred Dollars (\$7,500).

D. Attorneys' Fees and Costs

Defendants agree to pay Class Counsel Attorneys' Fees and Costs to be approved by the Court, consisting of attorneys' fees not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$490,000), and reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars (\$30,000). Attorneys' Fees and Costs to Class Counsel will be paid and deducted from the Maximum Settlement Amount. Class Counsel has been litigating this Action on a contingency fee basis, that is, without being paid to date.

E. Reasonableness of Settlement

The Parties to the Action believe the Settlement is reasonable. All attorneys to the Action support the Settlement. Among the reasons for support are the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Submitting a Claim

Anyone who wishes to submit a claim must complete, sign and date the enclosed Claim Form and return it, by First Class U.S. Mail, fax, or e-mail to the Settlement Administrator at the following address:

Sarceno v. Regulus Group, LLC et al
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591
Email: regulusgroupsettlement@simpluris.com

The Claim Form must be postmarked or actually received by fax or e-mail no later than March 25, 2021 in conformity with the instructions set forth in the Class Notice. If your Claim Form is not postmarked or actually received by fax or e-mail by March 25, 2021, you will not receive an Individual Settlement Payment but you will be bound by the release of Released Claims and all other terms of the Settlement. Even if you believe your Claim Form may be late, mail or submit it anyway, as it may still be within the time required. If the Claim Form is sent from within the United States it must be sent through the United States Postal Service by First Class Mail or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Claim Form. If you lose, misplace or need another Claim Form, you should contact the Settlement Administrator. You are responsible to maintain a photocopy of your fully completed Claim Form and record of proof of mailing, or proof of timely transmission by fax or e-mail.

The Parties and their counsel encourage Class Members to file Claim Forms. California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., “opt out”) by submitting a timely and valid Request for Exclusion. The Request for Exclusion must: (1) contain your full name; (2) contain your signature with date; (3) contain the case name and number of the Action (i.e., Sarceno v. Regulus Group, LLC et. al., Sacramento County Case No. 34-2018-00234541); (4) contain a clear statement indicating that you desire to be excluded from the Settlement; and (5) be mailed by First Class U.S. Mail or the equivalent, fax, or email to the Settlement Administrator, postmarked no later than March 25, 2021 to:

Sarceno v. Regulus Group, LLC et al

P.O. Box 26170

Santa Ana, CA 92799

Telephone: (888) 369-3780

Fax: (714) 824-8591

Email: regulargroupsettlement@simpluris.com

The Request for Exclusion must be postmarked or received via fax or email no later than March 25, 2021. If you submit a Request for Exclusion which is not postmarked or received via fax or email by March 25, 2021, your Request for Exclusion will be rejected and you will be bound by the release of Released Claims and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

C. Objection to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement by filing a written objection with the Court and mailing a copy to the Settlement Administrator, no later than March 25, 2021 to:

Sarceno v. Regulus Group, LLC et al

P.O. Box 26170

Santa Ana, CA 92799

Telephone: (888) 369-3780

A written objection must contain: the Class Member’s full name, signature with date, address, and the dates he/she was worked as a non-exempt employee for Defendants in California; the case name and number of the Action; a clear statement indicating that he or she objects to the Settlement and each specific reason in support of the objection along with any legal support for each objection; a clear statement indicating whether he or she is represented by counsel and whether he or she intends to appear at the Final Approval Hearing. If the Court rejects the objection, the individual will nevertheless be bound by the terms of the Settlement. **DO NOT TELEPHONE THE COURT.**

If you choose to submit an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. The final approval hearing at which the Court will be asked to approve the Settlement will be at 1:30 p.m. (Pacific Time) on May 12, 2021, in Department 53 of the Superior Court of the State of California for the County of Sacramento, 813 6th Street, Sacramento, California, 95814, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member who does not opt out of the Settlement, will release Defendants and the Released Parties from the Released Claims as described above. In other words, if you are a Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into the release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Action will continue as though the Settlement never occurred and without prejudice to any Party.

I. V. FINAL APPROVAL HEARING

The Court will hold a final hearing in Superior Court of the State of California for the County of Sacramento, 813 6th Street, Sacramento, California 95814, on May 12, 2021, at 1:30 p.m. (Pacific Time) in Department 53, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel’s request for Attorneys’ Fees and Costs, and the Enhancement Award to be paid to the Class Representative.

The Final Approval Hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed “Joint Stipulation of Class Action and PAGA Settlement and Release” which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court at 720 9th Street, Sacramento, California 95814.

If you want additional information about this Action and its proceedings, you can contact the attorneys in this Action:

Edwin Aiwazian, Esq.
Attorney for Plaintiff and the Class
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021
Email: edwin@lfjpc.com

Cary G. Palmer, Esq.
Attorney for Defendants
Regulus Group, LLC and TransCentra, Inc.
Jackson Lewis, P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: (916) 341-0404
Fax: (916) 341-0141
Email: cary.palmer@jacksonlewis.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE SUPERIOR COURT

EXHIBIT B

Sarceno v. Regulus Group, LLC et al
P.O. Box 26170
Santa Ana, CA 92799-9834

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
SIMPLURIS INC

«Reminder postcard  coded»

«Reminder_Postcard»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

Librado Sarceno v. Regulus Group, LLC and Transcentra, Inc.
Superior Court of California County of Sacramento
CASE NO. 34-2018-00234541

On January 22, 2021, a Notice of Proposed Class Action Settlement and Claim Form (“Notice Packet”) were mailed to you describing the settlement of the above-referenced case and your rights and options under the settlement. The purpose of this postcard is to remind you of the Response Deadline.

Response Deadline: To receive payment under the settlement,, the Claim Form **must be** submitted by mail, fax, or e-mail on or before **MARCH 25, 2021 to the Settlement Administrator indicated below.**

If you lost or misplaced the Notice of Proposed Class Action Settlement and Claim Form you may contact the Claims Administrator immediately at (888) 369-3780 to request another Notice Packet to be mailed to you.

Sarceno v. Regulus Group, LLC et al
P.O. Box 26170
Santa Ana, CA 92799
Telephone: Fax: (714) 824-8591
Email: regulusgroupsettlement@simpluris.com

For further questions you can also contact: (888) 369-3780

EXHIBIT C



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	11839V2	Prepared By:	Michael Sutherland
Estimate Date:	5/12/2020	Direct Dial #	321.223.5067
Estimate Expiration Date:	8/10/2020	Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Danielle Chang**
Firm: Lawyers for Justice
Email: d.chang@lfjpc.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: SL-Regulus-4541: PAGA Settlement
(LWDA)

Anticipated Total Cost	\$7,008
Professional Courtesy Applied	\$508
Capped Fee*	\$6,500

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	250	Undeliverable Rate:	15%
Response Rate:	40%	Call Rate:	10%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	No
Unclaimed Funds:	Escheat Mgt	State(s):	CA

Case Setup

Website - Post Orders & Settlement Agreement

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	3	\$375.00
Static Website	\$250.00	1	\$250.00
Database Manager - Initial Data Analysis	\$140.00	3	\$420.00
Total			\$670.00

Notification

Notice Packet: 11 pg Notice + 2 pg Claim Form, Return Envelope - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.25	250	\$312.50
Postage	\$0.55	250	\$137.50
NCOA/CASS/LACS	\$25.00	1	\$25.00
Undeliverable Processing	\$0.25	38	\$9.38
Skip Trace RUM	\$2.00	38	\$75.00
Remail Notice Packet	\$1.25	32	\$39.84
Remail Postage	\$0.55	32	\$17.53
Pre-paid Postage Return Envelope + Postage	\$1.00	100	\$100.00
Response Deadline Reminder Postcard	\$0.70	200	\$140.00
Check Cashing Deadline Reminder Postcard	\$0.70	200	\$140.00
Mailing Supervisor	\$50.00	3	\$150.00
Total			\$1,146.75

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	2	\$150.00
Total			\$150.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	3	\$6.25
Claims Processing	\$2.00	100	\$200.00
Opt Out Processing	\$1.50	3	\$3.75
Data Entry	\$50.00	1	\$50.00
Claims Administrator	\$75.00	1	\$75.00
Declaration of Administration	\$300.00	1	\$300.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$960.00

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	2	\$280.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.50	250	\$625.00
Postage	\$0.55	250	\$137.50
Process Returned Checks	\$0.50	3	\$1.25
Skip Trace Search Undeliverable Checks	\$5.00	3	\$12.50
Remail Checks (Includes Postage)	\$5.00	3	\$12.50
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	4	\$18.75
Reissue W2's/1099's	\$5.00	4	\$18.75
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Unclaimed Funds: Escheat Management	\$250.00	1	\$250.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$3,781.25



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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Total Case Costs

\$7,008.00

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning