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**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,

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-CU-OE-GDS

Honorable Shama H. Mesiwala
Department 53

CLASS ACTION

**[PROPOSED] FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: May 12, 2021
Time: 1:30 p.m.
Department: 53

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

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 This matter has come before the Honorable Shama H. Mesiwala in Department 53 of the
3 above-entitled Court for a hearing on Plaintiff Librado Sarceno's ("Plaintiff") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Award
5 ("Motion for Final Approval") on May 12, 2021. Lawyers for Justice, PC appeared on behalf
6 of Plaintiff and Jackson Lewis P.C. appeared on behalf of Defendants Regulus Group, LLC and
7 TransCentra, Inc. ("Defendants").

8 On November 25, 2020, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-captioned action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Stipulation of Settlement," or "Settlement,"),
12 which together with the exhibits attached thereto, sets forth the terms and conditions for
13 settlement of the Action.

14 Due and adequate notice having been given to all Class Members as required in the
15 Preliminary Approval Order, and the Court having reviewed the Stipulation of Settlement and
16 considered all papers filed, the proceedings had herein, being fully informed, and good cause
17 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
18 **FOLLOWS:**

19 1. All terms used herein shall have the same meaning as defined in the Stipulation
20 and Preliminary Approval Order.

21 2. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
25 Approval Order. The Settlement Class is defined to include:

26
27 All persons currently and formerly employed by Defendants as non-exempt
28 employees in California from June 11, 2014 to November 25, 2020; however, the
Settlement Class shall not include any person who previously settled or released
the claims covered by this Settlement, or any person who previously was paid or

1 received awards through civil or administrative actions for the claims covered by
2 this Settlement, or any person who submits a timely and valid Request for
3 Exclusion as provided in this Settlement (“Settlement Class” or “Class Members”).
Any person who submits a timely and valid Request for Exclusion as provided in
this Settlement is expressly excluded from the Settlement Class.

4 3. This Court has jurisdiction over the subject matter of this Action, the First
5 Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys
6 General Act, California Labor Code § 2698, Et Seq. (“Complaint”) filed in the Action, and over
7 all Parties to this Action, including all Class Members.

8 4. Distribution of the Notice of Proposed Class Action Settlement and Hearing
9 Date for Final Court Approval of Settlement (“Class Notice”), Claim Form, and pre-addressed
10 and postage-paid return envelope (together, “Notice Packet”) directed to the Class Members as
11 set forth in the Stipulation of Settlement has been completed in conformity with the Preliminary
12 Approval Order, including individual notice to all Class Members who could be identified
13 through reasonable effort, and was the best notice practicable under the circumstances. The
14 Notice Packet fully and accurately informed the Class Members of all material elements of the
15 Settlement and of their opportunity to participate in, object to, or comment thereon, or to seek
16 exclusion from the Settlement; provided due and adequate notice of the proceedings and of the
17 matters set forth therein to all Class Members; and fully satisfied the requirements of due
18 process.

19 5. The Court hereby grants final approval of the Settlement and finds that the
20 Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
21 applicable requirements for final approval of this class action settlement under California law,
22 including the provisions of California Code of Civil Procedure section 382 and Federal Rule of
23 Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*
24 (1971) 4 Cal.3d 800, 821. The Court hereby finds the Settlement was entered into in good faith
25 pursuant to and within the meaning of California Code of Civil Procedure section 877.6.

26 6. The Court finds that the Settlement has been reached as a result of intensive,
27 serious and non-collusive arms-length negotiations. The Court has considered all of the
28 evidence presented and further finds that the Parties have conducted extensive investigation and

1 research, and counsel for the Parties are able to reasonably evaluate their respective positions.
2 The Court also finds that the Settlement at this time will avoid additional substantial costs, as
3 well as avoid the delay and risks that would be presented by the further prosecution of the
4 Action. The Court has considered the benefits that are being provided as part of the Settlement
5 and the significant value to the Class Members, the absence of objections to and Requests for
6 Exclusion from the Settlement by Class Members. Accordingly, the Court hereby directs that
7 the Settlement be affected in accordance with the Stipulation of Settlement and the following
8 terms and conditions.

9 7. A full opportunity has been afforded to the Class Members to participate in the
10 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
11 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
12 from the Settlement. Accordingly, the Court determines that all Class Members who did not
13 submit a timely and valid Request for Exclusion to the Settlement Administrator are bound by
14 this Final Order Approving Class Action Settlement and Judgment (“Final Approval Order and
15 Judgment”).

16 8. The Court finds the Individual Settlement Payments to Class Members who
17 submitted timely and valid Claim Forms (“Claimants”) provided for under the Settlement to be
18 fair and reasonable in light of all of the circumstances. It is hereby ordered that the Settlement
19 Administrator shall calculate and distribute payments to Claimants for Individual Settlement
20 Payments, in accordance with the terms set forth in the Stipulation of Settlement and
21 Preliminary Approval Order.

22 9. The Court finds that the request for an award of attorneys’ fees in the amount of
23 \$490,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved
24 justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable,
25 and appropriate, and are hereby approved. It is hereby ordered that the Settlement
26 Administrator issue payment in the amount of \$490,000.00 to Lawyers *for* Justice, PC for
27 attorneys’ fees, in accordance with the Stipulation of Settlement and Preliminary Approval
28 Order.

1 10. The Court finds that reimbursement of litigation costs and expenses in the
2 amount of \$10,964.10 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
3 that the Settlement Administrator issue payment in the amount of \$10,964.10 to Lawyers *for*
4 Justice, PC for reimbursement of litigation costs and expenses, in accordance with the
5 Stipulation of Settlement and Preliminary Approval Order.

6 11. The Court finds that the Enhancement Award sought is fair and reasonable for
7 the work performed by Plaintiff on behalf of the Settlement Class. It is hereby ordered that the
8 Settlement Administrator issue payment to Plaintiff Librado Sarceno in the amount of
9 \$7,500.00 as an Enhancement Award, according to the terms set forth in the Stipulation of
10 Settlement and Preliminary Approval Order.

11 12. The Court finds that the allocation of \$25,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
13 appropriate, and hereby approved. It is hereby ordered that the Settlement Administrator shall
14 distribute the PAGA Payment as follows: the amount of \$18,750.00 (75% of \$25,000.00) to the
15 California Labor Workforce Development Agency and the amount of \$6,250.00 (25% of
16 \$25,000.00) to be included in the Net Settlement Amount for distribution to Claimants.

17 13. The Court finds that payment of Settlement Administration Costs in the amount
18 of \$6,500.00 to the Settlement Administrator is appropriate for the services performed and costs
19 incurred and to be incurred for the notice and settlement administration process. It is hereby
20 ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the
21 amount of \$6,500.00, in accordance with the Stipulation of Settlement and Preliminary
22 Approval Order.

23 14. The Court hereby enters Judgment in the entire Action by which Class Members
24 shall be conclusively determined to have fully and finally released and discharged the Released
25 Parties from any and all Released Claims, as set forth in the Stipulation of Settlement and
26 Notice Packet. Except as to such rights and claims that are created by the Stipulation of
27 Settlement, Plaintiff and the Class Members who have not submitted a timely and valid Request
28 for Exclusion are forever barred and enjoined from instituting or accepting damages or

obtaining relief against the Released Parties for the Released Claims.

15. As used in paragraph 15, the quoted terms have the meanings set forth below:

(a) “Released Claims” means all of the claims described in Section 21 of the Stipulation of Settlement, as follows:

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 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.

(b) “Released Parties” means:

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

1 jointly liable with any of the foregoing.

2 16. The Court hereby orders that any and all Individual Settlement Payment checks
3 issued to Claimants that are not cashed or deposited within one hundred twenty (120) calendar
4 days after they are issued shall be cancelled, and the funds associated with such cancelled checks
5 will be transmitted to Koinonia Family Services, a non-profit 501(c)(3) organization with child
6 advocacy programs in the State of California, as the *cy pres* recipient pursuant to Code of Civil
7 Procedure section 384.

8 17. Neither the Settlement nor any of the terms set forth in the Stipulation is an
9 admission by Defendants, or any of the other Released Parties, nor is this Final Approval Order
10 and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
11 Defendants, or any of the other Released Parties. Neither this Final Approval Order and
12 Judgment, the Stipulation, any document referred to herein, nor any action taken to carry out the
13 Stipulation is, may be construed as, or may be used as, an admission by or against Defendants,
14 or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The
15 entering into or carrying out of the Stipulation, and any negotiations or proceedings related
16 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
17 concession with regard to the denials or defenses by Defendants, or any of the other Released
18 Parties, and shall not be offered in evidence in any action or proceeding in any court,
19 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
20 provisions of this Final Approval Order and Judgment, the Stipulation, the Released Claims, or
21 any related agreement or release. Notwithstanding these restrictions, any of the Released
22 Parties may file in the Action, or submit in any other proceeding, the Final Approval Order and
23 Judgment, the Stipulation, and any other papers and records on file in the Action as evidence of
24 the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory
25 of claim or issue preclusion or similar defense as to the Released Claims.

26 18. After entry of this Final Approval Order and Judgment, pursuant to California
27 Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction over the
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1 interpretation, implementation and enforcement of the Stipulation of Settlement and all orders
2 entered in connection therewith to hear and resolve any contested challenge to a claim for
3 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
4 with the distribution of settlement benefits.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

6
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8 Dated: _____

HONORABLE SHAMA H. MESIWALA
JUDGE OF THE SUPERIOR COURT