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

LIBRADO SARCEÑO, 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, INC., an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 34-2018-00234541

Honorable David I. Brown
Department 53

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: Nov 25, 2020
Time: 1:30 p.m.
Department: 53
Reservation: 2531396

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

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff Librado Sarceno's ("Plaintiff") Motion for Preliminary Approval of a Class
3 Action Settlement ("Motion for Preliminary Approval") came before this Court, on November
4 25, 2020, at 1:30 p.m. in Department 53, before the Honorable David I. Brown. The Court having
5 considered the papers submitted in support of Plaintiff's Motion for Preliminary Approval,
6 **HEREBY ORDERS THE FOLLOWING:**

7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
9 Release ("Stipulation of Settlement" or "Settlement") filed herewith. All terms used herein shall
10 have the same meaning as defined in the Stipulation of Settlement. The settlement set forth in
11 the Stipulation of Settlement appears to be fair, adequate and reasonable to the Class.

12 2. The Settlement falls within the range of reasonableness and appears to be
13 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
14 and final approval by this Court.

15 3. A final fairness hearing on the question of whether the proposed Settlement,
16 Attorneys' Fees and Costs to Class Counsel, and Enhancement Award to the Class Representative
17 should be finally approved as fair, reasonable and adequate as to the members of the Class is
18 scheduled in Department 53 on the date and time set forth in Paragraph 10 below.

19 4. This Court approves, as to form and content, the Notice of Proposed Class Action
20 Settlement, And Hearing Date for Final Court Approval of Settlement ("Notice") and the Claim
21 Form ("Claim Form"), in substantially the form attached to the Joint Stipulation of Class Action
22 and PAGA Settlement and Release between Plaintiff and Defendants and hereto as "**EXHIBIT**
23 **A**" and "**EXHIBIT B**" respectively. The Court approves the procedure for Class Members to
24 participate in, to opt out of, and/or to object to, the Settlement as set forth in the Joint Stipulation
25 of Class Action and PAGA Settlement and Release between Plaintiff and Defendants, the Notice,
26 and the Claim Form.

27 5. The Court directs the mailing of the Notice and the Claim Form by first class mail
28 to the Class Members in accordance with the Implementation Schedule set forth below. The

1 Court finds the dates selected for the mailing and distribution of the Notice and Claim Form, as
2 set forth in the Implementation Schedule, meet the requirements of due process and provide the
3 best notice practicable under the circumstances and shall constitute due and sufficient notice to
4 all persons entitled thereto.

5 6. The Court concludes that, for settlement purposes only, the Settlement Class is
6 preliminarily certified and meets the requirements for certification under section 382 of California
7 Code of Civil Procedure in that: (1) the Settlement Class is ascertainable and so numerous that
8 joinder of all members of the Settlement Class is impracticable; (b) common questions of law and
9 fact predominate, and there is a well-defined community of interest amongst the members of the
10 Settlement Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are
11 typical of the claims of the members of the Settlement Class; (d) the Plaintiff will fairly and
12 adequately protect the interest of the members of the Settlement Class; (e) a class action is
13 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
14 Counsel is qualified to act as counsel for the Plaintiff in his individual capacity and as the
15 representative of the Settlement Class.

16 7. The Court confirms Plaintiff Librado Sarceno as the Class Representative, and
17 Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of the law firm Lawyers
18 *for Justice*, PC, as Class Counsel.

19 8. The Court confirms Simpluris, Inc. as the Settlement Administrator.

20 9. The Court hereby approves the proposed procedures, as set forth in the Settlement
21 Agreement for: seeking exclusion from the Settlement by submitting a valid and timely Request
22 for Exclusion; objecting to the Settlement by filing a written objection; and returning a valid and
23 timely Claim Form and receiving an Individual Settlement Payment.

24 10. A final fairness hearing shall be held before this Court on
25 _____ at _____ a.m./p.m. in
26 Department 53 of the Superior Court of California for the County of Sacramento, located in the
27 Hall of Justice, 813 6th Street, Sacramento, California 95814, to determine all necessary matters
28 concerning the Settlement, including: whether the proposed settlement of the Action on the terms

and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the allocations and requests for Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and PAGA Payment. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration in accordance with California Code of Civil Procedure section 1005(b) (i.e., 16 court days prior to the final fairness hearing).

11. The Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claim forms with the Settlement Administrator has elapsed.

12. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

13. The Court orders the following Implementation Schedule:

	Event	Date
a.	Deadline for Defendants to Submit Class Member Information to Claims Administrator	[30 calendar days after Order granting preliminary Approval]
b.	Deadline for Claims Administrator to Mail Notice	[60 calendar days after Order granting preliminary Approval]

	Event	Date
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 calendar days after mailing of the Notice and Claim Form]
d.	Deadline for Receipt by Court and Claims Administrator of any Objections to Settlement	_____ [60 calendar days after mailing of the Notice and Claim Form]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days before Final Approval Hearing]
f.	Deadline for Claims Administrator to file Declaration of Due Diligence and Proof of Mailing	_____ [16 Court days before Final Approval Hearing]
g.	Deadline for Defendants to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	_____ [10 calendar days before Final Approval Hearing, provided number and percentage of opt outs previously provided to Defendants]
h.	Final Fairness Hearing and Final Approval	Date: _____ Time: _____
i.	Deadline for Claims Administrator to mail the Settlement Awards, the Enhancement Award, and the Attorneys' Fees and Costs (if Settlement is Effective)	_____ [30 calendar days after Effective Date] (if Settlement is Effective)

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	Event	Date
j.	Deadline for Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	_____ [120 calendar days after Effective Date] (if Settlement is Effective)

IT IS SO ORDERED.

Dated: _____

HONORABLE ALAN G. PERKINS
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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
[PRELIMINARY APPROVAL DATE].**

**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 [RESPONSE DEADLINE], 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 [RESPONSE DEADLINE] 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 [PA DATE]
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 [Preliminary
Approval Date] (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 [Preliminary Approval Date] is referred to as the Class Period.

On _____, 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 [Preliminary Approval Date], the Court preliminarily appointed Plaintiff Librado Sarceno as the Class Representative and Edwin Aiwarzian, Esq., Arby Aiwarzian, 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.

H. 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, facsimile, or e-mail to the Settlement Administrator at the following address:

Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626
Telephone: 1 (800) 779-2104
Facsimile: 1 (800) XXX-XXXX
Email: XXXXXXXXXXXX

The Claim Form must be postmarked or actually received by facsimile or e-mail no later than [RESPONSE DEADLINE] in conformity with the instructions set forth in the Class Notice. If your Claim Form is not postmarked or actually received by facsimile or e-mail by [RESPONSE DEADLINE], 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, to the Settlement Administrator, postmarked no later than [Response Deadline]. to:

Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626
Telephone: 1 (800) 779-2104
Facsimile: 1 (800) XXX-XXXX
Email: _____

The Request for Exclusion must be postmarked or received via facsimile or email no later than [RESPONSE DEADLINE]. If you submit a Request for Exclusion which is not postmarked or received via facsimile or email by [RESPONSE DEADLINE], 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 **[RESPONSE DEADLINE]**, to:

Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626
Telephone: 1 (800) 779-2104
Facsimile: 1 (800) XXX-XXXX
Email: _____

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 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 **[]** a.m./p.m. (Pacific Time) on **[FINAL APPROVAL HEARING DATE]**, in Department 41 of the Superior Court of the State of California for the County of Sacramento, 720 9th Street, Sacramento, California, 95814, or such other later date as the Court may authorize.

D. 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.

V. FINAL APPROVAL HEARING

The Court will hold a final hearing in Superior Court of the State of California for the County of Sacramento, 720 9th Street, Sacramento, California 95814, on **[FINAL APPROVAL HEARING DATE]**, at **[]** a.m./p.m. (Pacific Time) in Department 35, 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
Facsimile: (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
Facsimile: (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

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

I. Instructions

- A. You must complete and timely return this Claim Form to be 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 **[Response Deadline]** at the mailing address, e-mail address, or fax number listed below. Whether 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.

Simpluris, Inc. 3176 Pullman Street, Suite 123 Costa Mesa, California 92626 Fax number: E-mail address:

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 [Response Deadline], 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:

||||| Claim #
[First Name] [Last Name]
[Address1] [Address2]
[City], [State], [Zip]

()
Area Code Telephone Number

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 [Preliminary Approval Date] (“Workweeks”).

According to Defendants’ records, you worked [number] 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 \$[amount].

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 [Response Deadline]:

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