

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
COURTNEY A. HASSELBERG, SB# 291189

2 Email: Courtney.Hasselberg@lewisbrisbois.com
650 Town Center Drive, Suite 1400
3 Costa Mesa, California 92626
Telephone: 714.545.9200
4 Facsimile: 714.850.1030

5 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
VINCENT R. FISHER, SB# 276334

6 Email: Vincent.Fisher@lewisbrisbois.com
333 Bush Street, Suite 1100
7 San Francisco, California 94104-2872
Telephone: 415.362.2580
8 Facsimile: 415.434.0882

9 Attorneys for Defendants
CALIFORNIA WIRELESS SOLUTIONS, INC.,
10 ZAID HAMED, and ALEA FERGUSON

11 *[Additional counsel listed on follow page]*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SANTA CLARA

14
15 DARYL JIMENEZ, JEREMY JIMENEZ, and
16 ABEL ARRIOLA, as individuals, on behalf of
themselves, and all persons similarly situated,

17 Plaintiffs,

18 vs.

19 CALIFORNIA WIRELESS SOLUTIONS,
20 INC., d.b.a., SPRINT, a California corporation
authorized to do business in the state of
California; ZAID HAMED, an individual;
21 ALEA FERGUSON, an individual; SPRINT
22 SOLUTIONS, INC., a Virginia corporation
authorized to do business in the state of
California; SPRINT COMMUNICATIONS
23 COMPANY L.P., a Virginia limited
partnership; and DOES 1 to 10 inclusive,

24 Defendant.
25

CASE NO. 18CV323955

CLASS ACTION

[Assigned for All Purposes to:
The Hon. Thomas E. Kuhnle, Dept. 5]

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

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CLARK LAW GROUP

R. CRAIG CLARK, SB#129219
Email: cclark@clarklawyers.com
MONIQUE R. RODRIGUEZ, SB#304223
Email: mrodriguez@clarklawyers.com
PAIGE D. CHRETIEN, SB#320210
Email: pchretien@clarklawyers.com
205 West Date Street
San Diego, CA 92101
Tel.: (619) 239-1321
Fax: (888) 273-4554

UNITED EMPLOYEES LAW GROUP

WALTER HAINES, SB#071075
Email: walterhaines@yahoo.com
5500 Bolsa Avenue, Suite 201
Huntington Beach, CA 92649
Tel.: (562) 256-1047
Fax: (562) 256-4554

Attorneys for Plaintiffs and the Putative Class
DARYL JIMENEZ, JEREMY JIMENEZ, and ABEL ARRIOLA

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiffs Daryl Jimenez, Jeremy Jimenez,
4 and Abel Arriola (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all
5 others similarly situated and aggrieved, and Defendants California Wireless Solutions, Inc., Zaid
6 Hamed, and Alea Ferguson, (“Defendants”) (collectively with Plaintiffs, the “Parties”).

7 **RECITALS**

8 This Settlement Agreement is made with reference to the following recital of essential
9 facts:

10 1. On December 5, 2017, Plaintiff Daryl Jimenez (“Ms. D. Jimenez”) submitted
11 written notice of Defendants’ alleged Labor Code violations pursuant to the Private Attorneys
12 General Act of 2004, codified in California Labor Code §§ 2698 *et seq.*, (“PAGA”), to the
13 California Labor and Workforce Development Agency (“LWDA”). On January 17, 2018, Ms. D.
14 Jimenez and Plaintiff Abel Arriola (“Mr. Arriola”) submitted an amended notice to the LWDA
15 and Defendants, including Mr. Arriola as an additional representative as well as additional facts
16 and theories to support the alleged Labor Code violations.

17 2. On or about February 27, 2018, Plaintiffs filed a class and representative action
18 against California Wireless Solutions, Inc., d.b.a. Sprint, a California Corporation authorized to do
19 business in the state of California; Zaid Hamed, an individual; Alea Ferguson, an individual;
20 Sprint Solutions, Inc., a Virginia corporation authorized to do business in the state of California;
21 Sprint Communications Company, L.P., a Virginia limited partnership; and Does 1 to 10,
22 inclusive. (the “Action”). The operative complaint alleges the following causes of action: (1)
23 failure to pay minimum wages and overtime compensation in violation of California Labor Code
24 (“Labor Code”) §§ 204, 510, 1194, 1197, 1197.1 and 1198, (2) failure to provide written
25 commission agreements in violation of Labor Code § 2751, (3) unlawful deduction of wages in
26 violation of Labor Code §§ 221 and 224, (4) secret underpayment of wages in violation of Labor
27 Code § 223, (5) failure to provide legally compliant meal periods or compensation in lieu thereof
28 in violation of Labor Code §§ 226.7 and 512, (6) failure to provide legally compliant rest periods

1 or compensation in lieu thereof in violation of Labor Code § 226.7, (7) failure to reimburse for
2 necessary work expenses in violation of Labor Code §§ 2800 and 2802, (8) failure to pay wages
3 owed in violation of §§ 201, 202 and 203 (9) failure to furnish accurate wage statements in
4 violation of Labor Code §§ 226 and 226.3, (10) failure to maintain accurate records in violation of
5 Labor Code §§ 226 and 1174, (11) unfair business practices in violation of California Business &
6 Professions Code §§ 17200 *et seq.* and (12) civil penalties pursuant to Labor Code §§ 2698, *et seq.*

7 3. On July 11, 2018, the parties moved to dismiss Sprint Solutions, Inc., a Virginia
8 corporation and Sprint Communications Company, L.P., a Virginia limited partnership, pursuant
9 to a stipulation. On July 12, 2018, the Court entered an order to that effect.

10 4. After informal exchanges of information, the Parties attended private mediation
11 with the Honorable Carl J. West (Ret.). On July 18, 2018, the Parties reached a settlement in
12 principle which is intended to fully and finally resolve all claims as to Plaintiff and the Settlement
13 Class Members in the action.

14 5. At all times, the Parties' settlement negotiations have been non-collusive,
15 adversarial and at arm's length. This Settlement Agreement represents a compromise and
16 settlement of highly disputed claims, as Plaintiffs contend that the asserted claims have merit and
17 Defendant expressly denies each of the asserted claims.

18 6. Plaintiffs and their counsel have determined that the settlement set forth in this
19 Settlement Agreement is in the best interest of the Settlement Class Members and is fair and
20 reasonable in light of the uncertainties, risks, expenses and inherent delay associated with further
21 litigating this complex class and representative action.

22 7. Defendants and their counsel have similarly concluded that it is desirable for this
23 Action to be settled in a manner and upon such terms and conditions set forth herein in order to
24 avoid the risk and expense of further litigation.

25 8. This Settlement Agreement replaces and supersedes any prior settlement term
26 sheets, memorandums of understanding or related documents that may have been agreed to by the
27 Parties.

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1 **DEFINITIONS**

2 The following definitions are applicable to this Settlement Agreement. Definitions
3 contained elsewhere in this Settlement Agreement will also be effective:

4 9. "Action" means the civil lawsuit Plaintiffs filed against Defendants, styled *Daryl*
5 *Jimenez, Jeremy Jimenez, and Abel Arriola, as individuals, on behalf of themselves, and all*
6 *persons similarly situated, v. California Wireless Solutions, Inc., d.b.a. Sprint, a California*
7 *Corporation authorized to do business in the state of California; Zaid Hamed, an individual; Alea*
8 *Ferguson, an individual; Sprint Solutions, Inc., a Virginia corporation authorized to do business*
9 *in the state of California; Sprint Communications Company, L.P., a Virginia limited partnership;*
10 *and Does 1 to 10, inclusive, on or about February 27, 2018, in the Superior Court of California, in*
11 *and for the County of Santa Clara, case number 18CV323955. On July 11, 2018, the parties*
12 *moved to dismiss, pursuant to a stipulation, Sprint Solutions, Inc., a Virginia corporation, and*
13 *Sprint Communications Company, L.P., a Virginia limited partnership. The Court entered an*
14 *order to that effect on July 12, 2018.*

15 10. "Appeal" means a timely appeal by a Class Member to the Order and Judgment
16 approving the Settlement, or an appeal by one of the Parties to an order that materially alters the
17 Settlement.

18 11. "Attorneys' Fees and Costs" means attorneys' fees sought by Class Counsel and
19 approved by the Court for Class Counsel's litigation and resolution of the Action, in addition to all
20 costs incurred and to be incurred by Class Counsel in the Action, such as costs associated with the
21 filing of the complaint and any other pleadings, the costs associated with the mediation of the
22 case, documenting the Settlement, providing any notices required as part of the Settlement or
23 Court order, securing the Court's approval of the Settlement, administering the Settlement,
24 obtaining entry of an Order and Judgment approving the Settlement, and expenses for any expert,
25 and other similar costs. Class Counsel will request not more than one-third (33 1/3%) of the Class
26 Settlement Amount, or Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) in
27 attorneys' fees and not more than Eleven Thousand Dollars and Zero Cents (\$11,000) in litigation
28 costs. Defendants have agreed not to oppose Class Counsel's request for attorneys' fees and costs

1 and expenses as set forth herein.

2 12. "Class Counsel" and/or "Plaintiffs' Counsel" means R. Craig Clark, Monique R.
3 Rodriguez, and Paige D. Chretien of Clark Law Group, as well as Walter Haines of United
4 Employees Law Group.

5 13. "Class List" means a complete list of all Class Members that Defendants will
6 diligently and in good faith compile from their records and provide to the Settlement
7 Administrator and to Class Counsel within twenty-one (21) calendar days after entry of a
8 Preliminary Approval Order. The Class List will be formatted in Microsoft Excel, or similar
9 format, and will include each Class Member's full name; most recent mailing address and
10 telephone number; Social Security number; dates of employment; the verified number of Weeks of
11 Employment spent by each Class Member in Defendant California Wireless Solutions, Inc.'s
12 employ; and any other relevant information needed to calculate settlement payments.

13 14. "Class Member(s)" or "Settlement Class" means all current or former non-exempt
14 retail employees employed by Defendant California Wireless Solutions, Inc., who held titles
15 including but not limited to sales representative, sales lead, and store manager in the state of
16 California at any time during the Class Period.

17 15. "Class Notice" means the Notice of Class Action Settlement substantially in the
18 form attached hereto as **Exhibit A**, and approved by the Court.

19 16. "Class Period" means the period from February 27, 2014, through the date of
20 Preliminary Approval.

21 17. "Class Representatives" means Plaintiffs Daryl Jimenez, Jeremy Jimenez, and Abel
22 Arriola.

23 18. "Class Settlement Amount" means the exact amount of Nine Hundred Thousand
24 Dollars and Zero Cents (\$900,000.00), to be paid by Defendants in full satisfaction of all claims
25 alleged in the Action or that could have been alleged in the Action, based on the operative facts
26 alleged therein, which includes all Individual Settlement Payments to Participating Class
27 Members, the Labor and Workforce Development Agency Payment, Attorneys' Fees and Costs,
28 the Class Representative Enhancement Payments, and Settlement Administration Costs. Any

1 employer-side payroll taxes required by law, including the employer-side FICA, FUTA, and SDI
2 contributions, will be paid by Defendants separately and apart from the Class Settlement Amount.
3 There will be no reversion of any portion of the Class Settlement Amount to Defendants.

4 19. "Court" means the Santa Clara County Superior Court of California.

5 20. "Defendants" refers to California Wireless Solutions, Inc.; Zaid Hamed; and Alea
6 Ferguson.

7 21. "Effective Date" shall be when Final Approval of the Settlement can no longer be
8 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn
9 with Court approval by the time of the Final Approval Hearing), five (5) calendar days following
10 Notice of Entry of Judgment. If objections are heard by the Court and overruled, and no appeal is
11 taken of the Judgment by an objector, then the Effective Date shall be sixty-five (65) calendar
12 days after Notice of Entry of Judgment. If any appeal is taken from the Court's overruling of any
13 objections to the Settlement, then the Effective Date shall be ten (10) calendar days after all
14 appeals are withdrawn or after an appellate decision affirming the Final Approval and Judgment
15 becomes final.

16 22. "Final Approval" means the Court's Order granting final approval of the
17 Settlement.

18 23. "Final Approval Hearing" means the hearing conducted by the Court to determine
19 final approval of the Settlement.

20 24. "Individual Settlement Payment" means each Participating Class Member's
21 respective share of the Net Settlement Amount.

22 25. "Labor and Workforce Development Agency Payment" means the payment of
23 Eighteen Thousand Dollars and Zero Cents (\$18,750)¹ from the Class Settlement Amount to the
24 LWDA for its portion of the civil penalties paid under the PAGA.

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27 ¹ Seventy-five percent (75%) of the twenty-five thousand dollars (\$25,000) allocated as civil
28 penalties for violations of PAGA.

1 26. “Net Settlement Amount” means the portion of the Class Settlement Amount
2 remaining after deducting each Class Representative’s Enhancement Payment, the Labor and
3 Workforce Development Agency Payment, Attorneys’ Fees and Costs, and Settlement
4 Administration Costs. The entire Net Settlement Amount will be distributed to Participating Class
5 Members. There will be no reversion of any portion of the Net Settlement Amount to Defendants.

6 27. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to
7 section 664.5(a) of the California Code of Civil Procedure filed and served by Plaintiffs.

8 28. “Notice of Objection” means a Class Member’s valid and timely written objection
9 to the Settlement Agreement. For a Notice of Objection to be valid, it must include: (i) the
10 objector’s full name, signature, address, and telephone number; (ii) a written statement of all
11 grounds for the objection accompanied by any legal support for such objection; and (iii) copies of
12 papers, briefs, or other documents upon which the objection is based, if any. Absent good cause
13 found by the Court, any Class Member who does not submit a timely written Notice of Objection
14 to the Settlement Administrator, or who fails to otherwise comply with the specific requirements
15 of this paragraph, will be foreclosed from objecting to the Settlement and seeking any adjudication
16 or review of the Settlement, by appeal or otherwise.

17 29. “Parties” means Plaintiffs and Defendants collectively.

18 30. “Participating Class Member” means any Class Member who does not submit a
19 timely and valid Request for Exclusion.

20 31. “Plaintiffs” means Daryl Jimenez, Jeremey Jimenez, and Abel Arriola.

21 32. “Preliminary Approval Order” means the Court order granting preliminary
22 approval of the Settlement.

23 33. “Released Claims” means any and all causes of action, claims, rights, damages,
24 punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative
25 complaint or which could reasonably have been alleged in the operative complaint based on the
26 facts alleged therein including but not limited to: (a) any alleged failure by any Defendant (1) to
27 pay wages, minimum wages, or overtime; (2) to provide written commission agreements; (3) to
28 provide meal or rest periods or compensation in lieu thereof; (4) to provide accurate wage

1 statements to employees; (5) to maintain accurate records; (6) to pay all wages due upon
2 separation of employment; (7) to reimburse Class Members in any manner for expenses incurred
3 in the performance of their job duties; (8) failure to pay split-shift premiums; or (9) failure to
4 correctly calculate Class Members regular rate of pay; (b) any right or claim based on any
5 Defendant's (1) secretly underpaying wages; or (2) unlawful deduction of wages; (c) any right or
6 claim for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor
7 Code §§ 2698, *et seq.*, or any penalties arising under the California Labor Code or Wage Orders
8 based on the alleged failures set forth in (a)(1)–(9) or (b)(1)–(2) above; (d) any right or claim for
9 unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*,
10 based on the alleged failures set forth in (a)(1)–(9) through (b)(1)–(2) above; and (e) any violation
11 of the California Labor Code arising from or related to the conduct alleged in (a)(1)–(9) through
12 (b)(1)–(2) above, including, without limitation, violation of Labor Code Sections 201, 202, 203,
13 204, 218.5, 218.6, 221, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2,
14 1197, 1197.1, 1198, 2802, 2698 *et seq.*, or any other ordinance, rule, regulation, or statute, or
15 similar causes of action that any Class Member has or might have had that was alleged or could
16 have been alleged based on the factual allegations in the operative complaint during the Class
17 Period.

18 34. “Released Parties” means Defendants, Sprint Solutions, Inc., and Sprint
19 Communications Company, L.P., (along with any of their past, present, and future parents,
20 affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers,
21 directors, board members, trustees, shareholders, members, employees, agents, attorneys, auditors,
22 accountants, benefits administrators or third-party administrators, experts, contractors,
23 stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their
24 behalf).

25 35. “Request for Exclusion” means a timely letter submitted by a Class Member
26 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set
27 forth the name, address, telephone number and last four digits of the Social Security Number of
28 the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to

1 the Settlement Administrator by the Applicable Response Deadline; (iv) clearly state that the Class
2 Member does not wish to be included in the Settlement; and (v) be postmarked on or before the
3 Response Deadline.

4 36. "Response Deadline" means the deadline by which Class Members without re-
5 mailed Class Notices must postmark to the Settlement Administrator Requests for Exclusion or
6 Notices of Objection. The Response Deadline will be forty-five (45) calendar days from the initial
7 mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) day falls
8 on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
9 day on which the U.S. Postal Service and the Santa Clara County Superior Court are open.

10 37. "Extended Response Deadline" means the deadline by which Class Members with
11 re-mailed Class Notices must postmark to the Settlement Administrator Requests for Exclusion or
12 Notices of Objection. The Response Deadline will be sixty (60) calendar days from the initial
13 mailing of the Class Notice by the Settlement Administrator, unless the sixtieth (60th) day falls on
14 a Sunday or Federal holiday, in which case the Extended Response Deadline will be extended to
15 the next day on which the U.S. Postal Service and the Santa Clara County Superior Court are
16 open.

17 38. "Applicable Response Deadline" refers to either the Response Deadline or the
18 Extended Response Deadline depending on whether the Class Member's Class Notice was re-
19 mailed. The Applicable Response Deadline for Class Members without re-mailed Class Notices is
20 the Response Deadline. The Applicable Response Deadline for Class Members with re-mailed
21 Class Notices is the Extended Response Deadline.

22 39. "Settlement Administration Costs" means the costs to the Settlement
23 Administrator for administering this Settlement, including, but not limited to, printing,
24 distributing, and tracking documents for this Settlement, creating and maintaining a web site and
25 toll-free telephone number, tax reporting, distributing the Class Settlement Amount, and providing
26 necessary reports and declarations, as requested by the Parties or the Court. The Settlement
27 Administration Costs will not exceed Seventeen Thousand Two Hundred Seventy-Five Dollars
28 and Zero Cents (\$17,275.00).

1 45. Certification. The Parties agree and hereby stipulate, for settlement purposes only,
2 to class certification for all current or former non-exempt retail employees employed by Defendant
3 California Wireless Solutions, Inc., who held titles including but not limited to sales
4 representative, sales lead, and store manager in the state of California at any time during the Class
5 Period. If the Court does not grant preliminary and final approval of the Settlement, the Parties
6 will not stipulate to class certification and any prior stipulation will become null and void.

7 46. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
8 application or motion by Class Counsel for Attorneys' Fees and Costs, not to exceed one-third (33
9 1/3%) of the Class Settlement Amount, or Three Hundred Thousand Dollars and Zero Cents
10 (\$300,000.00), in attorneys' fees, plus actual litigation costs and expenses in an amount not to
11 exceed Eleven Thousand Dollars and Zero Cents (\$11,000), provided Defendants fund the Class
12 Settlement Amount as outlined in paragraph 43.

13 47. The Parties stipulate that, for purposes of settlement, Plaintiffs and the Class are
14 the prevailing parties in the Action and are entitled to attorneys' fees and costs under the
15 applicable fee-shifting statutes, including, *inter alia*, California Code of Civil Procedure section
16 1021.5, and Labor Code sections 218.5, 1194(a) and 2699(g). Any funds allocated to Attorneys'
17 Fees and Costs but not awarded by the Court will be included in the Net Settlement Amount and
18 distributed *pro rata* to the Participating Class Members. Actual litigation costs incurred by Class
19 Counsel as of the date of the first distribution, as set forth above in paragraph 11, shall be paid at
20 the time of the first distribution of Settlement Payments.

21 48. Class Representative Enhancement Payment. In exchange for a general release,
22 and in recognition of their effort and work in prosecuting the Action on behalf of the Class
23 Members, Defendants agree not to oppose or impede any application or motion for a Class
24 Representative Enhancement Payment not to exceed Seven Thousand Five Hundred Dollars and
25 Zero Cents (\$7,500.00) for each of the named Class Representatives. The Class Representative
26 Enhancement Payment amount made payable to the Class Representatives will be reported for
27 each individual Class Representative to the Internal Revenue Service and all applicable state or
28 local taxing authorities by means of a Form 1099. The Class Representative Enhancement

1 Payment will be paid from the Class Settlement Amount and will be in addition to Plaintiffs’
2 Individual Settlement Payment. Any funds allocated to the Class Representative Enhancement
3 Payment but not awarded by the Court will be included in the Net Settlement Amount and
4 distributed *pro rata* to the Participating Class Members. Plaintiffs will be solely responsible to
5 pay any and all applicable taxes on the payments made pursuant to this paragraph.

6 49. Settlement Administration Costs. The Settlement Administrator will be paid for
7 the reasonable costs of administration of the Settlement and distribution of payments from the
8 Class Settlement Amount, which Settlement Administration Costs shall not exceed Seventeen
9 Thousand Two Hundred Seventy-Five Dollars and Zero Cents (\$17,275.00). These costs, will
10 include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of
11 1099 and W-2 IRS Forms, distributing Class Notices, creating and maintaining a web site and toll-
12 free telephone number, calculating and distributing the Class Settlement Amount and Attorneys’
13 Fees and Costs, and providing necessary reports and declarations. These costs shall be paid from
14 the Class Settlement Amount. Any funds allocated to Settlement Administration Costs but not
15 incurred by or otherwise paid to the Settlement Administrator will be included in the Net
16 Settlement Amount and distributed *pro rata* to the Participating Class Members.

17 50. PAGA Allocation. The Parties agree to allocate Twenty-Five Thousand Dollars
18 and Zero Cents (\$25,000.00) from the Class Settlement Amount to the resolution of all claims
19 related to the Class Members arising under the California Private Attorneys General Act of 2004
20 (California Labor Code sections 2698, *et seq.*, “PAGA”). Pursuant to PAGA, Seventy-Five
21 Percent (75%) of the PAGA allocation, or Eighteen Thousand Seven Hundred Fifty Dollars and
22 Zero Cents (\$18,750), will be paid to the California Labor and Workforce Development Agency,
23 and the remaining Twenty Five Percent (25%) of the PAGA allocation, or Six Thousand Two
24 Hundred Fifty Dollars and Zero Center (\$6,250.00), will be allocated to the Net Settlement
25 Amount.

26 51. Individual Settlement Payment Calculations. Individual Settlement Payments will
27 be calculated and apportioned from the Net Settlement Amount based on the number of
28 Workweeks a Class Member worked during the Class Period. Specific calculations of Individual

1 Settlement Payments will be made as follows:

2 a) Defendants will calculate the total number of Workweeks worked by each
3 Class Member during the Class Period, and based on those calculations the
4 Settlement Administrator will calculate the aggregate total number of Workweeks
5 worked by all Class Members during the Class Period.

6 b) To determine each Class Member's estimated Individual Settlement
7 Payment, the Settlement Administrator will use the following formula: The Net
8 Settlement Amount will be divided by the aggregate total number of Workweeks,
9 resulting in the Workweek Value. Each Class Member's Individual Settlement
10 Payment will be calculated by multiplying each individual Class Member's total
11 number of Workweeks by the Workweek Value.

12 52. The Settlement Administrator shall be responsible for reducing each Individual
13 Settlement Payment based on any required deductions for each Participating Class Member as
14 specifically set forth herein, including employee-side tax withholdings or deductions.

15 53. The entire Net Settlement Amount will be disbursed to all Class Members who do
16 not submit timely and valid Requests for Exclusion. If there are any timely and valid Requests for
17 Exclusion from members of the Class, the Settlement Administrator shall not include all
18 compensation paid to such individuals while employed by Defendant as a non-exempt retail
19 employee employed as a sales representative, sales lead, or store manager as set forth in paragraph
20 6 during the Class Period. Any such amounts shall not be part of the calculation of the total
21 compensation paid to Participating Class Members under paragraph 38 above, so that the amount
22 actually distributed to the Participating Class Members equals 100% of the Net Settlement
23 Amount.

24 54. No Credit To Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members under this Settlement, as well as any other payments made pursuant
26 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
27 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
28 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and

1 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
2 affect any rights, contributions, or amounts to which any Class Members may be entitled under
3 any benefit plans.

4 55. Administration Process. The Parties agree to cooperate in the administration of the
5 settlement and to make all reasonable efforts to control and minimize the costs and expenses
6 incurred in administration of the Settlement.

7 56. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
8 Approval, Defendants will provide the Class List to the Settlement Administrator and to Class
9 Counsel.

10 57. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
11 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class
12 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
13 identified in the Class List.

14 58. Confirmation of Contact Information in the Class List. Prior to mailing, the
15 Settlement Administrator will perform a search based on the National Change of Address
16 Database for information to update and correct for any known or identifiable address changes.
17 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the
18 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
19 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
20 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
21 promptly attempt to determine the correct address using a skip-trace, or other search using the
22 name, address and/or Social Security number of the Class Member involved, and will then
23 perform a re-mailing. The Settlement Administrator will perform up to two re-mailings on each
24 returned Class Notice.

25 59. Class Notices. All Class Members will be mailed a Class Notice via First Class
26 U.S. Mail. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii)
27 a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total
28 compensation paid to each respective Class Member while working for Defendants as a non-

1 exempt retail employee who held a job title including but not limited to sales representative, sales
2 lead, and store manager in the state of California at any time during the Class Period; (v) each
3 Class Member's estimated Individual Settlement Payment and the formula for calculating
4 Individual Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions
5 on how to submit a Request for Exclusion or Notice of Objection; (viii) the deadlines by which the
6 Class Member must postmark Requests for Exclusion or Notices of Objection to the Settlement;
7 and (ix) the claims to be released. The Class Notice shall be in substantially the same form as
8 **Exhibit A** hereto, as approved by the Court.

9 60. The Settlement Administrator will also set up and maintain a website and toll-free
10 telephone number for Class Members to contact the Settlement Administrator regarding the
11 Settlement. Both the URL for the web site and the toll-free telephone number will be identified in
12 the Class Notice. The website will contain links allowing Class Members to access the operative
13 complaint, the Class Notice, the Settlement Agreement, the motion for preliminary approval and
14 all related papers and Court Orders, and the motion for final approval, attorneys' fees and costs,
15 and representative enhancement and all related papers and Court Orders.

16 61. Disputed Information on Class Notices. Class Members will have an opportunity
17 to dispute the information provided in their Class Notices. To the extent Class Members dispute
18 their total number of Workweeks worked while working for Defendants as a non-exempt retail
19 employee who held a job title including but not limited to sales representative, sales lead, and
20 store manager in the state of California at any time during the Class Period, Class Members may
21 produce evidence to the Settlement Administrator showing that such information in the Class
22 Notice is inaccurate. The Settlement Administrator will decide the dispute. Defendants' records
23 will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted
24 by the Class Member and will make the final decision as to the merits of the dispute, which
25 decision shall be final and unappealable by any Party or Class Member. All disputes shall be
26 resolved within ten (10) business days of the Applicable Response Deadline.

27 62. Defective Submissions. If a Class Member's Request for Exclusion is defective as
28 to the requirements listed herein, that Class Member will be given an opportunity to cure the

1 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
2 business days of receiving the defective submission to advise the Class Member that his or her
3 submission is defective and that the defect must be cured to render the Request for Exclusion
4 valid. The Class Member will have until the later of (i) the Applicable Response Deadline or (ii)
5 fifteen (15) calendar days from the date of the cure letter to postmark a revised Request for
6 Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be
7 deemed untimely.

8 63. Request for Exclusion Procedures. Any Class Member wishing to be excluded
9 from the Settlement Agreement must sign and postmark a written Request for Exclusion, as
10 defined herein, to the Settlement Administrator within the Applicable Response Deadline. The
11 postmark date will be the exclusive means to determine whether a Request for Exclusion has been
12 timely submitted.

13 64. Option to Rescind the Settlement Agreement. Defendants may elect, at their
14 option, to rescind the Settlement if more than ten percent (10%) of Class Members submit timely
15 and valid Requests for Exclusion. If Defendants exercise their conditional right to rescind, they
16 must do so by written communication to Class Counsel that is received by Class Counsel within
17 thirty (30) calendar days of the Extended Response Deadline. In the event that Defendants
18 exercise their conditional right to rescind, Defendants will be responsible for all Settlement
19 Administration Costs incurred to the date of rescission.

20 65. Settlement Terms Bind All Class Members Who Do Not Exclude Themselves.
21 Any Class Member who does not affirmatively exclude himself or herself from the Settlement
22 Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its
23 terms, including those pertaining to the Released Claims, as well as any Judgment that may be
24 entered by the Court if it grants final approval to the Settlement.

25 66. Objection Procedures. To object to the Settlement Agreement, a Class Member
26 must timely submit to the Settlement Administrator, a Notice of Objection. The Notice of
27 Objection, as defined herein, must be signed by the Class Member and contain all information
28 required by this Settlement Agreement and specified in the Class Notice. The Notice of Objection

1 shall be mailed to the Settlement Administrator as explained in the Class Notice. Within three (3)
2 business days of receipt, the Settlement Administrator will provide copies of any Notices of
3 Objection to Class Counsel and counsel for the Defendants. The postmark date or filing date will
4 be deemed the exclusive means for determining whether a Notice of Objection is timely. Class
5 Members who fail to object in the manner specified above will be deemed to have waived all
6 objections to the Settlement and will be foreclosed from making any objections, whether by appeal
7 or otherwise, to the Settlement Agreement. Only those Class Members who do not submit a
8 Request for Exclusion may object to the Settlement. At no time will any of the Parties or their
9 counsel seek to solicit or otherwise encourage Class Members to submit written or oral objections
10 to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not
11 represent any Class Members with respect to any such objections to this Settlement. Class
12 Counsel shall timely file with the Court copies of any and all Notices of Objection prior to the
13 Final Approval Hearing.

14 67. Certification Reports. The Settlement Administrator will provide Defendants'
15 counsel and Class Counsel a weekly report that certifies the number of Class Members who have
16 submitted valid Requests for Exclusion, and whether any Class Member has submitted a
17 challenge to any information contained in their Class Notice. Additionally, the Settlement
18 Administrator will provide to counsel for both Parties any updated reports regarding the
19 administration of the Settlement Agreement as needed or requested.

20 68. Distribution of Settlement Payments. There will be three staggered distributions of
21 Settlement Payments. Each distribution of the Settlement Payments will be made within five (5)
22 business days of the applicable deposit by Defendants as set forth in paragraph 43. At the first
23 distribution, the Settlement Administrator will issue actual litigation costs, as set forth above in
24 paragraph 11, incurred by Class Counsel as of the date of the first distribution. At each
25 distribution, the Settlement Administrator will issue all other Court-approved payments *pro rata*
26 to: (i) Participating Class Members; (ii) the Labor and Workforce Development Agency; (iii)
27 Plaintiffs; (iv) Class Counsel; and (v) the Settlement Administrator.

28 69. Un-cashed Settlement Checks. If a Class Member's Individual Settlement Payment

1 check is not cashed within 120 days after its last mailing to the Participating Class Member, the
2 Settlement Administrator will send the Participating Class Member a letter notifying him or her
3 that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and
4 offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed
5 by the expiration of the 60-day period after the notice described herein, then the total of the funds
6 represented by the un-cashed checks, plus the required interest of such funds will be tendered to
7 Child Advocates of Silicon Valley as *cy pres* beneficiary, in accordance with section 384 of the
8 California Code of Civil Procedure

9 70. Certification of Completion. Upon completion of administration of the Settlement,
10 the Settlement Administrator will provide a written declaration under oath to certify such
11 completion to the Court and counsel for all Parties.

12 71. Treatment of Individual Settlement Payments. All Individual Settlement Payments
13 will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will
14 be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will
15 be allocated to unreimbursed expenses, penalties, and interest for which IRS Forms 1099-MISC
16 will be issued.

17 72. Administration of Taxes by the Settlement Administrator. The Settlement
18 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
19 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
20 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
21 all payroll taxes and penalties to the appropriate government authorities.

22 73. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
23 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
24 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
25 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
28 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE

1 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
2 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
3 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
4 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
5 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
6 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
7 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
8 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
9 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
10 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
13 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
14 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

18 74. No Prior Assignments. The Parties and their counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
20 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right herein released and discharged.

22 75. Nullification of Settlement Agreement. In the event that: (i) the Court does not
23 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
24 any other reason, then this Settlement Agreement, and any documents generated to bring it into
25 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
26 Settlement Agreement will likewise be treated as void from the beginning.

27 76. Preliminary Approval Hearing. Class Counsel will be responsible for drafting all
28 documents necessary to obtain preliminary approval. Class counsel will also obtain a hearing

1 before the Court to request the preliminary approval of the Settlement and the entry of a
2 Preliminary Approval Order. The Preliminary Approval Order will provide for the Class Notice to
3 be sent to all Class Members as specified herein. In conjunction with the preliminary approval
4 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
5 Settlement, and will include the proposed Class Notice, which is attached hereto as **Exhibit A**.

6 77. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
7 deadline to postmark Requests for Exclusion and Notices of Objection, and with the Court's
8 permission, a Final Approval Hearing will be conducted to determine the final approval of the
9 Settlement, along with the amounts properly payable for: (i) Individual Settlement Payments; (ii)
10 the Labor and Workforce Development Agency Payment; (iii) the Class Representatives
11 Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) all Settlement Administration
12 Costs. The Final Approval Hearing will not be held earlier than fifteen (15) calendar days after
13 the Extended Response Deadline. Class Counsel will be responsible for drafting all documents
14 necessary to obtain final approval. Class Counsel will also be responsible for drafting the
15 application for the Representative Enhancement Payment and Attorneys' Fees and Costs, and a
16 request for approval of the Settlement Administration Costs, to be heard at the Final Approval
17 Hearing.

18 78. Release by the Settlement Class and, to the extent possible, the LWDA. Upon the
19 Effective Date, all Participating Class Members will be deemed to have released the Released
20 Claims, and the LWDA, to the extent possible, will be deemed to have released all claims, as set
21 forth in above in paragraph 33, including the Released Claims brought under PAGA, and will be
22 barred and enjoined from bringing or prosecuting any of the Released Claims against the Released
23 Parties for the Class Period. As the Settlement Class has prosecuted PAGA claims in the stead of
24 the LWDA, to the extent possible, the LWDA will be deemed to have also released the Released
25 Claims against the Released Parties for the Class Period.

26 79. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
27 the Court and/or after the Final Approval Hearing, the Parties will present the Judgment to the
28 Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction

1 pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule
2 3.769(h), for purposes of addressing: (i) the interpretation and enforcement of the terms of the
3 Settlement, (ii) settlement administration matters (including conducting the final compliance
4 hearing on certification of distribution procedures), and (iii) such post-Judgment matters as may
5 be appropriate under court rules or as set forth in this Settlement Agreement.

6 80. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being
7 released by all Participating Class Members, the Named Plaintiffs herein will release and forever
8 discharge the Released Parties, to the fullest extent permitted by law, of and from any and all
9 claims arising out of the facts alleged in the operative complaint, known and unknown, asserted
10 and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of
11 execution of this Settlement Agreement. To the extent the foregoing releases are releases to which
12 section 1542 of the California Civil Code or similar provisions of other applicable law may apply,
13 Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of
14 section 1542 of the California Civil Code or similar provisions of applicable law, which are as
15 follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
17 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
19 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
20 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
21 WITH THE DEBTOR.

22 81. Interim Stay of Proceedings. Pending completion of the settlement process, the
23 Parties agree to a stay of all proceedings in the Action except as are necessary to implement the
24 Settlement itself.

25 82. Exhibit Incorporated by Reference. The terms of this Settlement Agreement
26 include the terms set forth in the attached Exhibit, which is incorporated by this reference as
27 though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral part of the
28 Settlement.

83. Entire Agreement. This Settlement Agreement and attached exhibit constitute the
entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral

1 agreements may be deemed binding on the Parties. The Parties expressly recognize California
2 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
3 that a written agreement is to be construed according to its terms and may not be varied or
4 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
5 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

6 84. Amendment or Modification. No amendment, change, or modification to this
7 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
8 counsel of record.

9 85. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
10 and represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
12 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
13 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
14 counsel will cooperate with each other and use their best efforts to effect the implementation of the
15 Settlement. If the Parties are unable to reach agreement on the form or content of any document
16 needed to implement the Settlement, or on any supplemental provisions that may become
17 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
18 Court to resolve such disagreement.

19 86. Binding on Successors and Assigns. This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
21 defined.

22 87. California Law Governs. All terms of this Settlement Agreement and Exhibit
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 88. Execution and Counterparts. This Settlement Agreement is subject only to the
25 execution of all Parties. However, the Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including electronic, facsimile and
27 scanned copies of the signature page, will be deemed to be one and the same instrument provided
28 that counsel for the Parties will exchange among themselves original signed counterparts.

1 89. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
2 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
3 arrived at this Settlement after adversarial and arm’s-length negotiations before a well-respected
4 and neutral mediator, in the context of adversarial litigation, and taking into account all relevant
5 factors, present and potential. The Parties further acknowledge that they are each represented by
6 competent counsel and that they have had an opportunity to consult with their counsel regarding
7 the fairness and reasonableness of this Settlement.

8 90. Invalidity of Any Provision. Before declaring any provision of this Settlement
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
10 extent possible consistent with applicable precedents so as to define all provisions of this
11 Settlement Agreement valid and enforceable.

12 91. Waiver of Certain Appeals. Provided that the Judgment is consistent with the
13 terms and conditions of this Agreement, if Class Members do not timely object to the Settlement,
14 the Parties agree to waive appeals; except, however, that either party may appeal any court order
15 that materially alters the Settlement Agreement’s terms. Nothing in this Agreement shall limit
16 Class Counsel’s ability to appeal any decision by the Court to award less than the requested Class
17 Representatives’ Enhancement Payment and Class Counsel’s Attorneys’ Fees and Costs.

18 92. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
19 dispute that has arisen between them and to avoid the burden, expense and risk of continued
20 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
21 they violated any federal, state, or local law; violated any regulations or guidelines promulgated
22 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
23 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
24 engaged in any other unlawful conduct with respect to their employees or the Settlement Class.
25 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
26 connected with it, will be construed as an admission or concession by Defendants of any such
27 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
28 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will

1 not be offered or received as evidence in any action or proceeding to establish any liability or
2 admission on the part of Defendants or to establish the existence of any condition constituting a
3 violation of, or a non-compliance with, federal, state, local or other applicable law.

4 93. Waiver. No waiver of any condition or covenant contained in this Settlement
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
6 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
7 right or remedy.

8 94. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
9 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
10 construed more strictly against one party than another merely by virtue of the fact that it may have
11 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-
12 length negotiations between the Parties, all Parties have contributed to the preparation of this
13 Settlement Agreement.

14 95. Representation By Counsel. The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this Settlement
16 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
17 counsel. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on
18 the Settlement Agreement.

19 96. All Terms Subject to Final Court Approval. All amounts and procedures described
20 in this Settlement Agreement herein will be subject to final Court approval.

21 97. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
22 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
23 this Settlement Agreement.

24 98. Binding Agreement. The Parties warrant that they understand and have full
25 authority to enter into this Settlement Agreement, and further intend that this Settlement
26 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
27 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
28 confidentiality provisions that otherwise might apply under federal or state law.

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SIGNATURES

PLAINTIFF

DEFENDANTS

DATED: December 6, 2018

DATED:



Daryl Jimenez, on behalf of herself,
individually, and the Settlement Class

By _____
Name (Printed): _____
Authorized Representative for
California Wireless Solutions, Inc.

DATED:

DATED:

Jeremy Jimenez, on behalf of herself,
individually, and the Settlement Class

Zaid Hamed, on behalf of himself,
individually

DATED:

DATED:


Abel Arriola, on behalf of himself,
individually, and the Settlement Class

Alea Ferguson, on behalf of herself,
individually

APPROVED AS TO FORM:

DATED: December 19, 2018

DATED:



R. Craig Clark
Paige D. Chretien
Monique R. Rodriguez
CLARK LAW GROUP
Attorneys for Daryl Jimenez
Jeremy Jimenez and Abel Arriola

Courtney A. Hasselberg
Vincent R. Fisher
LEWIS BRISBOIS BISGAARD &
SMITH LLP
Attorneys for California Wireless
Solutions, Inc., Zaid Hamed, and Alea
Ferguson

DATED:

Walter Haines
UNITED EMPLOYEES LAW
GROUP
Attorneys for Daryl Jimenez,
Jeremy Jimenez and Abel Arriola

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SIGNATURES

PLAINTIFF

DEFENDANTS

DATED:

DATED:

Daryl Jimenez, on behalf of herself,
individually, and the Settlement Class

By _____
Name (Printed): _____
Authorized Representative for
California Wireless Solutions, Inc.

DATED: 12/06/18

DATED:

Jeremy Jimenez, on behalf of herself,
individually, and the Settlement Class

Zaid Hamed, on behalf of himself,
individually

DATED:

DATED:

Abel Arriola, on behalf of himself,
individually, and the Settlement Class

Alea Ferguson, on behalf of herself,
individually

APPROVED AS TO FORM:

DATED:

DATED:

R. Craig Clark
Paige D. Chretien
Monique R. Rodriguez
CLARK LAW GROUP
Attorneys for Daryl Jimenez
Jeremy Jimenez and Abel Arriola

Courtney A. Hasselberg
Vincent R. Fisher
LEWIS BRISBOIS BISGAARD &
SMITH LLP
Attorneys for California Wireless
Solutions, Inc., Zaid Hamed, and Alea
Ferguson

DATED:

Walter Haines
UNITED EMPLOYEES LAW
GROUP
Attorneys for Daryl Jimenez,
Jeremy Jimenez and Abel Arriola

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SIGNATURES

PLAINTIFF

DEFENDANTS

DATED:

DATED:

Daryl Jimenez, on behalf of herself,
individually, and the Settlement Class

By _____
Name (Printed): _____
Authorized Representative for
California Wireless Solutions, Inc.

DATED:


DATED:

Jeremy Jimenez, on behalf of herself,
individually, and the Settlement Class

Zaid Hamed, on behalf of himself,
individually

DATED: **12/6/18**

DATED:



Abel Arriola, on behalf of himself,
individually, and the Settlement Class

Alea Ferguson, on behalf of herself,
individually

APPROVED AS TO FORM:

DATED:

DATED:

R. Craig Clark
Paige D. Chretien
Monique R. Rodriguez
CLARK LAW GROUP
Attorneys for Daryl Jimenez
Jeremy Jimenez and Abel Arriola

Courtney A. Hasselberg
Vincent R. Fisher
LEWIS BRISBOIS BISGAARD &
SMITH LLP
Attorneys for California Wireless
Solutions, Inc., Zaid Hamed, and Alea
Ferguson

DATED:

Walter Haines
UNITED EMPLOYEES LAW
GROUP
Attorneys for Daryl Jimenez,
Jeremy Jimenez and Abel Arriola

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SIGNATURES

PLAINTIFF

DEFENDANTS

DATED:

DATED:

Daryl Jimenez, on behalf of herself,
individually, and the Settlement Class

By _____
Name (Printed): _____
Authorized Representative for
California Wireless Solutions, Inc.

DATED:

DATED:

Jeremy Jimenez, on behalf of herself,
individually, and the Settlement Class

Zaid Hamed, on behalf of himself,
individually

DATED:

DATED:

Abel Arriola, on behalf of himself,
individually, and the Settlement Class

Alea Ferguson, on behalf of herself,
individually

APPROVED AS TO FORM:


DATED:

DATED:

R. Craig Clark
Paige D. Chretien
Monique R. Rodriguez
CLARK LAW GROUP
Attorneys for Daryl Jimenez
Jeremy Jimenez and Abel Arriola

Courtney A. Hasselberg
Vincent R. Fisher
LEWIS BRISBOIS BISGAARD &
SMITH LLP
Attorneys for California Wireless
Solutions, Inc., Zaid Hamed, and Alea
Ferguson

DATED: January 7, 2019



Walter Haines
UNITED EMPLOYEES LAW
GROUP
Attorneys for Daryl Jimenez,
Jeremy Jimenez and Abel Arriola

SIGNATURES

PLAINTIFF


DEFENDANTS

DATED:

DATED: 12-17-18

Daryl Jimenez, on behalf of herself,
individually, and the Settlement Class

By




Name (Printed): Alea Ferguson
Authorized Representative for
California Wireless Solutions, Inc.

DATED:

DATED: 12-17-18

Jeremy Jimenez, on behalf of herself,
individually, and the Settlement Class




Zaid Hamed, on behalf of himself,
individually

DATED:

DATED: 12-17-18

Abel Arriola, on behalf of himself,
individually, and the Settlement Class



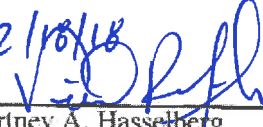
Alea Ferguson, on behalf of herself,
individually

APPROVED AS TO FORM:

DATED:

DATED: 12/18/18

R. Craig Clark
Paige D. Chretien
Monique R. Rodriguez
CLARK LAW GROUP
Attorneys for Daryl Jimenez,
Jeremy Jimenez and Abel Arriola



Courtney A. Hasselberg
Vincent R. Fisher
LEWIS BRISBOIS BISGAARD &
SMITH LLP
Attorneys for California Wireless
Solutions, Inc., Zaid Hamed, and Alea
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DATED:

Walter Haines
UNITED EMPLOYEES LAW
GROUP
Attorneys for Daryl Jimenez,
Jeremy Jimenez and Abel Arriola