

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

*Daryl Jimenez, et. al. v. California Wireless Solutions, Inc., et. al.
Santa Clara County Superior Court Case No. 18CV323955*

NOTICE OF CLASS ACTION SETTLEMENT

**To: ALL CURRENT AND FORMER HOURLY-PAID OR NON-EXEMPT
EMPLOYEES WHO WORKED FOR CALIFORNIA WIRELESS SOLUTIONS,
INC., WITHIN THE STATE OF CALIFORNIA FROM FEBRUARY 27, 2014
THROUGH FEBRUARY 8, 2019.**

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

**YOU HAVE BEEN IDENTIFIED AS A SETTLEMENT CLASS MEMBER IN A CLASS
ACTION LAWSUIT. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS
PROPOSED SETTLEMENT.**

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE VERIFY YOUR NAME AND ADDRESS:

PSA ID:

Name

Address

City, State Zip

Name/Address Corrections (if any):

**Your Anticipated Settlement Payment is:
<< EST. INDIVIDUAL SETTLEMENT PAYMENT >>**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit: *Daryl Jimenez, et. al. v. California Wireless Solutions, Inc., et. al.*, pending in Santa Clara County Superior Court, Case No. 18CV323955 (the “Lawsuit”). A complaint was filed on February 27, 2018. This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Santa Clara, which preliminarily approved the settlement and conditionally certified the Settlement Class on February 8, 2019. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING AND REMAIN IN THE CLASS	Obtain Settlement benefits and give up your rights to sue the Defendants about any of the claims in this case or released by the Settlement Agreement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Request Exclusion from (“opt out of”) the class by April 25, 2019 and get no benefits from the Settlement and keep your rights to be part of any other lawsuit against the Defendants about any of the claims in this case.
OBJECT	Write to the Settlement Administrator by April 25, 2019 about why you do not like the Settlement or any of its terms. If you want to object, you will remain in the class and may still receive a settlement payment.

IF YOU ARE A CURRENT EMPLOYEE OF DEFENDANT, STATE AND FEDERAL LAW PROHIBIT RETALIATION AND DISCRIMINATION AGAINST YOU REGARDLESS OF WHICH OF THE ABOVE OPTIONS YOU PURSUE.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiffs Daryl Jimenez, Jeremy Jimenez, and Abel Arriola (“Plaintiffs”) on behalf of hourly-paid or non-exempt employees who worked for California Wireless Solutions, Inc. (“CWS”) during the period of February 27, 2017, through February 8, 2019 (“Class Period”) in California.

The Lawsuit pleaded class allegations against CWS for: (1) failure to pay minimum wages and overtime compensation; (2) failure to provide written commissions; (3) unlawful deduction of wages; (4) secretly underpaid wages; (5) failure to provide meal or rest breaks or compensation in lieu thereof; (6) failure to reimburse for necessary work expenses; (7) failure to pay wages owed; (8) failure to furnish accurate wage statements; (9) failure to maintain accurate records; (10) unfair business practices; and (11) claims brought under the Private Attorneys General Act of 2004. Defendants deny each and all of the claims and contentions alleged by the Plaintiffs. The Court has not made any rulings regarding the merits of the cases. Defendants denied and continue to deny all of Plaintiffs’ allegations.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiffs and Defendants agreed on a class settlement that was preliminarily approved by the Court on February 8, 2019. Plaintiffs and Class Counsel support the settlement.

The class settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Lawsuit have merit or that it has any liability to Plaintiffs or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. In this case, Daryl Jimenez, Jeremy Jimenez, and Abel Arriola are the Class Representatives or Named Plaintiffs in the Lawsuit, and they assert claims on behalf of themselves and the class. The Defendants are California Wireless Solutions, Inc.; Zaid Hamed; and Alea Ferguson. A class action allows the Court to resolve the claims of all the class members at the same time. A Participating Class Member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All persons who are currently or were formerly employed by CWS in non-exempt retail positions who held titles including but not limited to Sales Representatives, Sales Leads, or Store Managers, in the State of California at any time from February 27, 2014, to February 8, 2019.

The Class or Participating Class Member shall not include any person who submits a timely and valid Request for Exclusion.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendants will pay Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00) ("Class Settlement Amount"). After attorneys' fees and costs, enhancement payments to the Named Plaintiffs, a payment to the California Labor and Workforce Development Agency ("LWDA"), and Settlement Administration Costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Class Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** All Participating Class Members are eligible to receive money from the Net Settlement Amount. Each estimated payment is the *pro rata* allocation of the Net Settlement Amount based on the Members' total Workweeks¹ worked during the Class Period.² Your estimated payment is

¹ "Workweek" means any regular workweek in which a Class Member worked on three or more calendar days, provided every member of the Class shall be deemed to have worked at least one work week.

² Participating Class Members will receive a share of the Net Settlement Amount with the numerator being the Participating Class Members total number of Workweeks earned during the Class Period as a Class Member and the denominator being all Participating Class Members' total Workweeks worked during the Class Period. The resulting fraction will be multiplied by the Net Settlement Amount to determine the Participating Class Member's Individual Settlement Payment.

on the first page of this Notice, but the actual amount may vary somewhat based on the actual implementation of the settlement.

- **Class Representatives Enhancement Payment:** Named Plaintiffs will request from the Court an award of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) each in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Class Counsel Award:** Class Counsel will request from the Court not more than one-third (33 1/3%) of the Class Settlement Amount (\$300,000 of \$900,000) as attorneys' fees for litigation and resolution of the Lawsuit, as supported by declaration(s). Class Counsel will also request from the Court reimbursement for the advanced litigation costs, which are estimated to be no more than Eleven Thousand Dollars and Zero Cents (\$11,000). Any amount ordered by the Court as costs will be paid from the Class Settlement Amount.
- **PAGA Payment:** Twenty-Five Thousand Dollars and Zero Cents (\$25,000) from the Class Settlement Amount is allocated for payment under the Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$18,750) will be paid to the LDWA, and 25% (\$6,250) of the allocation will be distributed as part of the Net Settlement Amount. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Settlement Administration:** Settlement Administration Costs are approximately Seventeen Thousand Two Hundred Seventy-Five Dollars and Zero Cents (\$17,275.00), which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, any and all of such unclaimed funds will be distributed to the Child Advocates of Silicon Valley.

If you do not exclude yourself you will give up your Released Claims

The Released Claims means any and all causes of action, wage and hour claims, rights, demands, liabilities, actual damages, statutory damages, penalties, liabilities, liquidated damages, interest, attorneys' fees, litigation costs, expenses, restitution, equitable relief, and losses alleged in the operative complaint or which could reasonably have been alleged in the operative complaint filed in the Action based on the operative facts contained therein including but not limited to: (a) any alleged failure by any Defendants (1) to pay wages, minimum wages, or overtime; (2) to provide written commission agreements; (3) to provide meal or rest periods or compensation in lieu thereof; (4) to provide accurate wage statements to employees; (5) to maintain accurate records; (6) to pay all wages due upon separation of employment; (7) to reimburse Class Members in any manner for expenses incurred in the performance of their job duties; (8) failure to pay split-shift premiums; or (9) failure to correctly calculate Class Members regular rate of pay; (b) any right or claim based on any Defendant's (1) secretly underpaying wages; or (2) unlawful deduction of wages; (c) any right or claim for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq., or any penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1)–(9) or (b)(1)–(2) above; (d) any right or claim for unfair business practices in violation of California Business & Professions Code §§ 17200, et seq., based on the alleged failures set forth in (a)(1)–(9) through (b)(1)–(2) above; and (e) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1)–(9) through (b)(1)–(2) above, including, without limitation, violation of Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 221, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq., or any other ordinance, rule, regulation, or statute, or similar causes of action that any Class Member has or might have had that was alleged or could have been alleged based on the factual allegations in the operative complaint during the Class Period.

The release will extend to and cover Defendants, Sprint Solutions, Inc., and Sprint Communications Company, L.P., as well as any of their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, members, employees, agents, attorneys, auditors, accountants, benefits administrators or third-party administrators, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a payment from the Net Settlement Amount.

Defendants' records show that you were employed from [start date] to [end date] and worked a total of ____ Workweeks as a Class Member. Your anticipated settlement share as stated on page 1 of this document is calculated using that Workweek information.

If you dispute the information about the amount of Workweeks that Defendants' records show you worked during the Class Period, you **must** advise the Settlement Administrator to substantiate your dispute.

To dispute the amount of Workweeks you **must** mail any records (e.g. paystubs, pay checks or other records) supporting your dates of employment with a letter explaining the dispute and be sure to include the last four digits of your social security number by April 25, 2019. The date of the post-mark will determine if it was timely mailed.

Your anticipated settlement share will be paid in three separate payments. The first payment will be mailed within forty (40) calendar days of the date the Settlement becomes final. The second payment will be paid within three hundred and seventy-five (375) days of the date the Settlement becomes final. The final payment will be paid within seven hundred and forty (740) calendar days of the date the Settlement becomes final. ***If your address changes before you receive your final payment, please contact the Settlement Administrator to update your address.***

The Settlement Administrator is:

Jimenez, et. al. v. California Wireless Solutions, Inc., et. al.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Website: <http://www.phoenixclassaction.com/jimenez-v-cws/>

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written Request for Exclusion to the Settlement Administrator at the following address:

Jimenez, et. al. v. California Wireless Solutions, Inc., et. al.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

To be valid, a written Request for Exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed first-class postage pre-paid by April 25, 2019 to the Settlement Administrator at the above address; and (4) include a statement substantially similar to the following: "I understand that I am requesting to be excluded from the Settlement and that I will receive no money from the Settlement. I understand that, if I exclude myself from the Settlement, I may bring a separate action, but I might lose my separate action or win and recover nothing or less than what I would have recovered under the Settlement provisions in this case." The date of the post-mark will determine if it was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon Final Approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the settlement and may appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the “Final Approval Hearing”). The Final Approval Hearing is scheduled to take place on June 14, 2019, at 9:00 a.m. in Department 5 of the Superior Court of the State of California for the County of Santa Clara, located at 191 North First Street, San Jose, California 95113.

To be valid, the written objection must be served on the Settlement Administrator, by April 25, 2019. The written objection must state: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) a statement as to whether you intend to appear at the Final Approval Hearing; (4) last four digits of your social security number; and (5) the signature of you or your counsel.

You have the right to hire your own attorney, at your own expense, to submit an objection or to appear on your behalf at the Final Approval Hearing. You may but are not required to appear at the hearing to have your objection considered.

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you have requested to be excluded.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court and conditioned upon full payment of the Class Settlement Amount, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

R. Craig Clark
Monique R. Rodriguez
Paige D. Chretien
Clark Law Group
205 West Date Street
San Diego, California 92101
Tel. (619) 239-1321
Fax: (888) 273-4554
information@clarklawyers.com

Walter Haines
United Employees Law Group
5500 Bolsa Avenue, Suite 201
Huntington Beach, California 92649
Tel. (562) 256-1047
Fax: (562) 256-4554
walter@uelglaw.com

(collectively, “Class Counsel”). If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF MY INFORMATION CHANGES?

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files in the following ways: 1) Online at the Settlement Administrators website <http://www.phoenixclassaction.com/jimenez-v-cws/>. 2) Online on the Santa Clara County Superior Court's website, at http://www.scscourt.org/online_services/case_info.shtml. After arriving at the website, click on "Access Now" next to "Civil and Family Case Information," then click on the icon immediately above "Smart Search," which is located at the bottom left-hand side of the page. After clicking the "Smart Search" icon, enter the following in the bar below "*Enter a Record Number or Name in Last, First Middle Suffix Format": 18CV323955. Next, click "SUBMIT." This should bring up the name of the case with "18CV323955" as a clickable hyperlink. Click that link. Under "Events and Hearings," you will be able to view the documents filed in this case.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at 1-800-523-5773 or the Class Counsel listed above. Please refer to the California Wireless Solutions, Inc., Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.