

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

SAM PATTERSON; CLARANISHA RAINEY-
PALM; RONISHA ANDREWS; VERONICA
HERNANDEZ; DONNA WINGO; MYIKA
GLASGOW AND TYESHA ROGERS on behalf of
themselves and other similarly situated,

Plaintiffs,

v.

PHONE WARE, INC., a California corporation;
SUNNET, INC. a California corporation; L.A.
LEASING INC., a California corporation;
HUYSEN, INC., a California corporation; BILL
NASSIR, an individual; HAZEL NASSIR, an
individual; SOPHIA GONZALEZ-SMITH, an
individual; and DOES 1 -20, inclusive

Case No: 37-2016-00021373-CU-CE-CTL

[Assigned for all purposes to
The Honorable Ronald L. Styn, Dept. 74]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT BETWEEN PHONE WARE
SUB-CLASS REPRESENTATIVES AND
PHONE WARE DEFENDANTS**

Defendants.

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Stipulation of Settlement”) is made and entered into by and between plaintiffs and Phone Ware Sub-Class representatives Sam Patterson, Veronica Hernandez, Donna Wingo, and Myika Glasgow (“Phone Ware Sub-Class Representatives”), on behalf of themselves and all others similarly situated, on the one hand and Defendants Phone Ware, Inc., Bill Nassir, and Hazel Nassir (“Phone Ware Defendants”), on the other hand.

This Stipulation of Settlement shall be binding on Phone Ware Sub-Class Representatives and those persons they seek to represent, and on Phone Ware Defendants and each of their respective past, current and future owners, parent companies, subsidiaries, divisions, related or affiliated companies, including but not limited to its past, current and future owners, shareholders, officers, directors, fiduciaries, members, supervisory committee members, volunteers, managers, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity who could be jointly and severally liable with any of the foregoing, and their respective counsel, subject to the terms and conditions hereof and the Court’s approval.

THE PARTIES STIPULATE AND AGREE as follows:

1. Phone Ware Sub-Class Representatives and Phone Ware Defendants are collectively referred to herein as the “Parties.”

2. On June 23, 2016, Phone Ware Sub-Class Representatives filed an action against L.A. Leasing and Huyssen, Inc. (“L.A. Leasing Defendants”), Phone Ware Defendants, Sunnet, Inc. and Sophia Gonzalez-Smith (collectively “Defendants”) in the San Diego Superior Court (Case No. 37-2016-00021373-CU-CE-CTL) (“Action”). On August 18, 2016, Phone Ware Sub-Class Representatives filed

1 a First Amended Complaint. On March 13, 2017, Phone Ware Sub-Class Representatives filed a Second
2 Amended Complaint. On October 3, 2017, Phone Ware Sub-Class Representatives filed a Third
3 Amended Complaint.

4 3. The Third Amended (and operative) Complaint specifically alleges the following class
5 causes of action against Phone Ware Defendants and L.A. Leasing Defendants: (1) Failure to Pay
6 Overtime; (2) Failure to Compensate For All Hours Worked; (3) Failure to Allow Rest Breaks; (4) Failure
7 to Allow Meal Breaks; (5) Waiting Time Penalties; (6) Failure To Furnish Accurate Wage and Hour
8 Statements; (7) Unfair Business Practices; (8) Failure To Pay Minimum Wage; and (9) Violation of
9 California Private Attorney General Act ("PAGA"). In addition, the TAC also alleges the following
10 causes of action against Phone Ware Defendants only: (10) Fraudulent Concealment of Injuries; (11)
11 Negligent Misrepresentation; (12) Breach of Contract; and (13) Breach of Implied Good Faith and Fair
12 Dealing. Phone Ware Sub-Class Representatives seeking to recover alleged unpaid wages, statutory
13 penalties, civil penalties, interest, and attorneys' fees and costs.

14 4. On May 19, 2017, Phone Ware Sub-Class Representatives sent notice to the Labor and
15 Workforce Development Agency ("LWDA") for alleged claims under PAGA, including for failure to
16 pay all wages owed at termination, knowing and intentional failure to provide accurate, itemized wage
17 statements, for failure to provide meal periods, for failure to provide rest breaks, for failure to keep
18 accurate records and for failure to pay overtime. Phone Ware Sub-Class Representatives have not
19 received any notice from the LWDA that it intended to investigate any of the claims outlined in Phone
20 Ware Sub-Class Representatives' PAGA notice and, as a result, Phone Ware Sub-Class Representatives
21 were authorized to act as a Private Attorney General to negotiate and resolve PAGA claims.

22 5. On July 16, 2018, the Court dismissed defendant Sunnet, Inc. from the Action without
23 prejudice.

24 6. Phone Ware Defendants deny all material allegations in the Action, including any and all
25 claims under PAGA.

26 7. Plaintiffs Claranisha Rainey-Palm, Ronisha Andrews and Tyesha Rogers were non-
27 exempt employees of L.A. Leasing Defendants who performed work for Phone Ware Defendants. In
28 February 2018, Plaintiffs Rainey-Palm, Andrews and Rogers entered into a separate class action

1 settlement with L.A. Leasing Defendants ("L.A. Leasing Settlement"), on behalf of themselves and other
2 non-exempt employees who were hired by L.A. Leasing Defendants and worked for Phone Ware
3 Defendants at any time from June 23, 2012 through September 1, 2016 ("L.A. Leasing Sub-Class" or
4 "L.A. Leasing Sub-Class Members"). There were approximately 855 L.A. Leasing Sub-Class Members.
5 The Court granted final approval of the L.A. Leasing Settlement on November 30, 2018.

6 8. The Phone Ware Sub-Class Period is between June 23, 2012 through the date of entry of
7 an Order granting preliminary approval of this Stipulation of Settlement issued by the San Diego Superior
8 Court ("Phone Ware Sub-Class Period").

9 9. Phone Ware Sub-Class Representatives have not filed a motion for class certification in
10 this Action.

11 10. This Action has been actively litigated. There have been on-going investigations, and
12 there has been an exchange of extensive documentation and information.

13 11. For purposes of this Settlement, the "Phone Ware Sub-Class" or "Phone Ware Sub-Class
14 Members" shall consist of all non-exempt employees 1) who worked for Phone Ware Defendants, either
15 directly or indirectly through a staffing agency other than L.A. Leasing Defendants at any time during
16 the Phone Ware Sub-Class Period; and 2) who did not have an executed arbitration agreement with Phone
17 Ware Defendants. To the extent any L.A. Leasing Sub-Class Members also worked as Phone Ware Sub-
18 Class Members, they will be allowed to participate in the Phone Ware Settlement only for the portion of
19 their employment in the Phone Ware Sub-Class Period in which they were either directly hired by Phone
20 Ware Defendants or hired to work for Phone Ware Defendants through a staffing agency other than L.A.
21 Leasing Defendants. The Settlement shall not include any person who submits a timely and valid Request
22 for Exclusion as provided for in this Settlement. Defendants represent that there are approximately 1750
23 Phone Ware Sub-Class Members based on Phone Ware Defendants' records. If the number of Phone-
24 Ware Sub-Class Members is more than ten percent (10%) greater than 1750, Plaintiffs can, at their sole
25 discretion, terminate the Stipulation of Settlement.

26 12. Solely for the purpose of this Settlement, the Parties conditionally stipulate and agree that
27 the requisites for establishing class certification with respect to the Phone Ware Sub-Class have been met
28 and are met. More specifically, the Parties stipulate and agree for the purpose of settling this case that:

1 a. The Phone Ware Sub-Class is ascertainable and so numerous as to make it impracticable
2 to join all Phone Ware Sub-Class Members.

3 b. There are common questions of law and fact including, but not limited to, the following:

4 i. Whether Phone Ware Defendants complied with applicable laws affecting Phone
5 Ware Sub-Class Representatives and the Phone Ware Sub-Class Members under the California Labor
6 Code and the Wage Orders of the California Industrial Welfare Commission; and

7 ii. Whether Phone Ware Sub-Class Representatives and the Phone Ware Sub-Class
8 Members are entitled to alleged wages, penalties, interest, and attorneys' fees and costs.

9 c. Phone Ware Sub-Class Representatives believe their claims are typical of the claims of
10 the Phone Ware Sub-Class Members.

11 d. Phone Ware Sub-Class Representatives believe they will fairly and adequately protect the
12 interests of the Phone Ware Sub-Class, and that Ashkan Shakouri of Shakouri Law Firm and Daniel
13 Srourian of Srourian Law Firm, P.C. should be designated as "Phone Ware Sub-Class Counsel," and will
14 fairly and adequately protect the interests of the Phone Ware Sub-Class.

15 e. The prosecution of separate actions by Phone Ware Sub-Class Members individually
16 would create the risk of inconsistent or varying adjudications, which would establish incompatible
17 standards of conduct.

18 f. With respect to the Phone Ware Sub-Class, Phone Ware Sub-Class Representatives
19 believe that questions of law and fact common to Phone Ware Sub-Class Members predominate over any
20 questions affecting any individual member, and a class action is superior to other available means for the
21 fair and efficient adjudication of the controversy.

22 13. Phone Ware Defendants deny any liability or wrongdoing of any kind whatsoever
23 associated with the claims alleged in the Action, and further deny that, for any purpose other than for
24 Settlement, this Action is appropriate for class or representative treatment. With respect to Phone Ware
25 Sub-Class Representatives' claims, Phone Ware Defendants contend, among other things, that they have
26 complied with all applicable state, federal and local laws affecting Phone Ware Sub-Class
27 Representatives and the Phone Ware Sub-Class Members.

1 14. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge
2 all disputes and claims arising from the allegations and causes of action stated in the Action. To achieve
3 a full and complete release of Phone Ware Defendants and the specific additional entities/persons
4 identified herein, each Participating Phone Ware Sub-Class Member acknowledges that this Stipulation
5 of Settlement is intended to include in its effect all claims contained in the operative Complaint, and any
6 additional wage and hour claims that could have been brought based on the facts alleged in the operative
7 Complaint, through the date of entry of an Order granting preliminary approval against Released Parties
8 (as those terms are defined herein).

9 15. Phone Ware Sub-Class Counsel have conducted a thorough investigation into the facts of
10 this Action and have diligently pursued an investigation of Phone Ware Sub-Class Members' claims
11 against Phone Ware Defendants. Based on their own independent investigation and evaluation, Phone
12 Ware Sub-Class Counsel are of the opinion that the Settlement with Phone Ware Defendants for the
13 consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable and adequate
14 and is in the best interest of the Phone Ware Sub-Class in light of all known facts and circumstances,
15 including the risk of significant delay, the risk the Phone Ware Sub-Class will not be certified by the
16 Court, defenses asserted by Phone Ware Defendants and numerous potential appellate issues. Phone Ware
17 Defendants and their counsel also agree that the Settlement is fair and in the best interest of the Parties.

18 16. The Parties agree to cooperate and take all steps necessary and appropriate to consummate
19 this Stipulation for Settlement and for entry of judgment in accordance with terms herein.

20 17. This Settlement provides for a claims process requiring Phone Ware Defendants to pay
21 Settlement Awards (defined below) according to a specified formula on each timely and valid claim
22 submitted by Phone Ware Sub-Class Members. The "Maximum Settlement Amount" under the
23 Settlement is up to \$800,000.00 on a claims-made, reversionary basis, including the Settlement Awards,
24 the attorneys' fees and litigation costs to Phone Ware Sub-Class Counsel, costs and expenses directly or
25 indirectly related to the Action (which includes all such fees, costs, expenses incurred to date, as well as
26 such fees, costs, expenses incurred in documenting the Settlement, securing approval of the Settlement,
27 administering and obtaining a judgment and dismissal of the Action before the Court), the Enhancement
28 Awards to each Phone Ware Sub-Class Representative, the claims administration costs, the PAGA

1 allocation, penalties, and attorneys' fees and costs, and any taxes or portions of taxes including the
2 employer's share of payroll taxes, and any other payments provided by the Settlement. It is understood
3 and agreed that Phone Ware Defendants' maximum total liability under the Settlement shall not exceed
4 \$800,000.00. It is further understood and agreed that the Settlement includes a minimum payout to Phone
5 Ware Sub-Class Members (or settlement floor) which is sixty-five percent (65%) of the Net Settlement
6 Amount (defined below). It is further understood and agreed that Phone Ware Defendants shall have no
7 obligation to pay any person, entity or organization in excess of the Maximum Settlement Amount above,
8 for any cause or reason.

9 TERMS OF SETTLEMENT

10 18. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements
11 set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 a. It is agreed by and among Phone Ware Sub-Class Representatives and Phone Ware
13 Defendants that this Action and any claims, damages or causes of action arising out of the operative
14 Complaint or Notice to the LWDA which are the subject of this Action, be settled and compromised as
15 between the Phone Ware Sub-Class and Phone Ware Defendants, subject to the terms and conditions set
16 forth in this Stipulation of Settlement and the approval of the Court.

17 b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become
18 "Effective" when all of the following events have occurred: (i) this Stipulation of Settlement has been
19 executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the
20 Settlement; (iii) the Phone Ware Sub-Class Notice (defined below) has been given to the Phone Ware
21 Sub-Class, providing them with an opportunity to submit Claim Forms to participate in the Settlement,
22 or to opt-out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order
23 and judgment certifying the Phone Ware Sub-Class and finally approving this Stipulation of Settlement;
24 and (v) in the event there are written objections filed prior to the formal fairness hearing which are not
25 later withdrawn, the later of the following events: when the period for filing any appeal, writ or other
26 appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate
27 proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement
28 has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any

1 appeal, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further
2 remedies or relief. In the event there are no objections to the Settlement, the date the Court grants final
3 approval of the Settlement and enters judgment thereon shall become the Effective Date.

4 In this regard, it is the intention of the Parties that the Settlement shall not become Effective until
5 the Court's order approving the Settlement is completely final, and there is no further recourse by an
6 appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this
7 Settlement will not become Effective if Phone Ware Defendants, contrary to Paragraph 17 above, are
8 required to pay more than the total amount of their maximum total liability under the Settlement as set
9 forth in Paragraph 17 under any circumstances. It is further agreed by and between the Parties that this
10 Settlement shall not become Effective, and Phone Ware Defendants shall not have any obligation
11 (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or
12 appeals, and any rights of appeal with respect to any objections or the judgment, have been finally
13 exhausted and resolved upholding the terms of this Settlement.

14 c. Maximum Settlement Amount and Net Settlement Amount: To implement the terms of
15 this Settlement, Phone Ware Defendants agree to pay up to \$800,000.00 ("Maximum Settlement
16 Amount") on a claims-made, reversionary basis, with a 65% floor (i.e., in no event shall Phone Ware
17 Defendants pay less than sixty-five percent (65%) of the Net Settlement Sum allocated to Phone Ware
18 Sub-Class Member payments). Any amount beyond the sixty-five percent (65%) settlement floor
19 remaining after distribution of the Net Settlement Amount pursuant to the claims-made process set forth
20 in this Settlement shall remain Phone Ware Defendants' sole and exclusive property and will revert to
21 Phone Ware Defendants. This Maximum Settlement Amount will include all Phone Ware Sub-Class
22 Member payments, PAGA penalty payments to the LWDA, the Phone Ware Sub-Class Representatives'
23 Enhancement Awards, attorneys' fees, costs, third-party administration costs, and the employer's share
24 of the payroll taxes. Phone Ware Defendants' obligation to pay the Maximum Settlement Amount shall
25 bind each of their successors and assigns and they cannot sell their business without ensuring that the
26 payment obligation identified herein will be assumed by the purchase or, alternatively, that full payment
27 of the Maximum Settlement Amount shall occur as part of the sale notwithstanding any payment schedule
28 identified in this Stipulation of Settlement.

1 The "Net Settlement Amount," the amount available for potential distribution to Phone Ware
2 Sub-Class Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) Phone
3 Ware Sub-Class Counsel's attorneys' fees (Attorneys' Fees) and litigation expenses ("Litigation
4 Expenses"), (ii) the Phone Ware Sub-Class Representatives enhancement awards for serving as class
5 representatives in the Action ("Enhancement Awards") , (iii) the PAGA penalty payment to the LWDA
6 (as described further below) "LWDA Payment"), (iv) the fees and expenses of the Claims Administrator
7 ("Administration Costs"), and (v) Defendant's share of payroll taxes. Settlement Awards to the Phone
8 Ware Sub-Class Members who file valid timely claims will be calculated by the Claims Administrator
9 and paid out of the Net Settlement Amount as set forth below. The Net Settlement Amount will include
10 a sixty-five percent (65%) settlement floor for actual distribution to Phone Ware Sub-Class Members
11 (discussed further below).

12 Any amounts comprising part of the Maximum Settlement Amount that are not approved by the
13 Court or are unclaimed by Phone Ware Sub-Class Members shall be the exclusive property of Phone
14 Ware Defendants.

15 i. Settlement Awards to Class Members: "Settlement Awards" to Phone Ware Sub-
16 Class Members will be determined based on the number of weeks worked by all Phone Ware Sub-Class
17 Members during the Phone Ware Sub-Class Period based on information provided by Phone Ware
18 Defendants. The workweeks will be calculated by the Claims Administrator for Phone Ware Sub-Class
19 Members by dividing the total days employed as a Phone Ware Sub-Class Member during the Phone
20 Ware Sub-Class Period by seven. Phone Ware Defendants' workweek data will be presumed to be
21 correct, unless a particular Phone Ware Sub-Class Member proves otherwise to the Claims Administrator
22 by credible written evidence. All workweek disputes will be resolved and decided by the Claims
23 Administrator, and the Claims Administrator's decision on all workweek disputes will be final and non-
24 appealable. Prior to distribution of the Claim Forms, the Claims Administrator shall calculate the
25 individual Settlement Awards for Phone Ware Sub-Class Members by the following formula. The
26 amount to be paid per workweek to eligible Phone Ware Sub-Class Members will be calculated by the
27 Claims Administrator by: (1) dividing the Net Settlement Amount by the number of workweeks worked
28 by each Phone Ware Sub-Class Member to arrive at each Phone Ware Sub-Class Member's estimated

1 individual Settlement Award. As provided by this formula, the sum total of all individual Settlement
2 Awards shall not exceed the Net Settlement Amount. This estimated individual Settlement Award shall
3 be identified on the Claim Form, and Phone Ware Sub-Class Members must submit a valid Claim Form
4 to be eligible to collect their individual Settlement Award. For any Phone Ware Sub-Class Member who
5 fails to submit a valid Claim Form, the unclaimed amount will remain the property of Phone Ware
6 Defendants and will revert to Phone Ware Defendants. If less than sixty-five percent (65%) of the Net
7 Settlement Amount is claimed by Phone Ware Sub-Class Members who submit valid and timely Claim
8 Forms, the participating Phone Ware Sub-Class Members will have their individual Settlement Awards
9 increased, pro rata, until sixty-five percent (65%) of the Net Settlement Amount is distributed. Any
10 Phone Ware Sub-Class Member who opts out of the Settlement by submitting a Request for Exclusion is
11 not a Phone Ware Sub-Class Member and is ineligible to object to the Settlement or to participate in the
12 Settlement.

13 ii. Private Attorneys General Act Allocation: The Parties have agreed to allocate
14 \$10,000.00 to claims under PAGA ("PAGA Allocation"). Seventy-five percent (75%) of this amount, or
15 in other words \$7,500.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State
16 of California as LWDA Payment, and the remaining balance of \$2,500.00 will be included in the Net
17 Settlement Amount. Counsel will promptly notify the LWDA of the Settlement, seek approval of the
18 Settlement, and perform any and all statutory tasks as required by law.

19 iii. Allocation of Settlement Awards: The Parties have agreed, based on the
20 allegations in the Action and the Notice to the LWDA, that individual Settlement Awards payable to
21 Participating Phone Ware Sub-Class Members will be allocated from the Net Settlement Amount as
22 twenty percent (20%) as wages for which IRS Forms W-2 will issue and forty percent (40%) as alleged
23 penalties and forty percent (40%) as alleged interest for which IRS Forms 1099-MISC will issue from
24 the Claims Administrator.

25 The Phone Ware Defendants will not offer or provide any tax advice to Phone Ware Sub-Class
26 Members concerning their responsibility for taxes, if any, on payments they receive, and Phone Ware
27 Defendants will be held harmless from any liability for failure to pay taxes by any Phone Ware Sub-Class
28 Member.

1 iv. Settlement Awards Do Not Trigger Additional Benefits: All Settlement Awards
2 to Phone Ware Sub-Class Members shall be deemed to be their respective income solely in the year in
3 which such awards actually are received by them. It is expressly understood and agreed that the receipt
4 of such Settlement Awards will not entitle any Phone Ware Sub-Class Member to additional
5 compensation or benefits under any company sick, vacation, bonus, contest or other compensation or
6 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any
7 Phone Ware Sub-Class Member to any increased retirement, 401(k) benefits or matching benefits, or
8 deferred compensation benefits. It is the intent of this Settlement that the Settlement Awards provided
9 for in this Agreement are the sole payments to be made by Phone Ware Defendants to the Phone Ware
10 Sub-Class Members in connection with this Settlement, and that the Phone Ware Sub-Class Members are
11 not entitled to any new or additional compensation or benefits as a result of having received the Settlement
12 Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan
13 document that might have been in effect during the period covered by this Settlement).

14 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or modification,
15 Phone Ware Defendants further agree to pay Phone Ware Sub-Class Counsel's Attorneys' Fees and
16 Litigation Expenses, as set forth in Paragraph 20 below. The Court-awarded attorneys' fees and litigation
17 expenses will be provided by Phone Ware Defendants to the Claims Administrator within 14 calendar
18 days after an Order of Final Approval of this Stipulation of Settlement has been granted and entered by
19 the Court. Within 10 calendar days of receipt of the Court-awarded attorneys' fees and litigation expenses,
20 Claims Administrator will distribute said funds to Phone Ware Sub-Class Counsel. However, in no event
21 will this occur prior to the date the Settlement becomes Effective as defined in Paragraph 18.b.

22 vi. Phone Ware Sub-Class Representatives: The Parties agree to the designation of
23 Phone Ware Sub-Class Representatives as "Phone Ware Sub-Class Representatives." Subject to Court
24 approval, each Phone Ware Sub-Class Representative will receive an Enhancement Award of \$7,500.00.
25 Phone Ware Defendants agree not to challenge the Enhancement Awards so long as they are within the
26 threshold identified in this subparagraph. The Enhancement Awards cannot exceed the amount identified
27 herein and is in addition to any claimed individual Settlement Award to which Phone Ware Sub-Class
28 Representatives are entitled as a Phone Ware Sub-Class Member. The Enhancement Awards are to be

part of, and to be deducted from, the Maximum Settlement Amount. The Claims Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to Phone Ware Sub-Class Representatives for their services as Phone Ware Sub-Class Representatives, and Phone Ware Sub-Class Representatives will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Enhancement Awards in an amount less than the amount set forth above, the difference between the lesser amount approved by the Court and the Enhancement Awards set forth above shall be added to the Net Settlement Amount. The Court-awarded enhancement awards will be provided by Phone Ware Defendants to the Claims Administrator within 14 calendar days after an Order of Final Approval of this Stipulation of Settlement has been granted and entered by the Court. Within 10 calendar days of receipt of the Court-awarded enhancement awards, Claims Administrator will distribute said funds to Phone Ware Sub-Class Representatives. However, in no event will this occur prior to the date the Settlement becomes Effective as defined in Paragraph 18.b.

1. Payment of Liens:

(a) The Parties acknowledge the existence of a Notice of Lien served on the counsel in this action on or about February 27, 2019, by the San Diego County Child Support Services Department against Sam Hunting Patterson III in connection with a December 05, 2017 Judgment in the County of San Diego v. Sam Hunting Patterson III, San Diego County Superior Court Case No. DF 277763. Plaintiff Sam Hunting Patterson III agrees that Phone Ware Defendants shall withhold from his portion of the Settlement Funds \$3,641.62 (three thousand six-hundred forty-one dollars and sixty-two cents), an amount sufficient to satisfy this Notice of Lien as provided on or about February 27, 2019. Counsel for Phone Ware Defendants shall deliver proof of satisfaction of this Notice of Lien to Class Counsel. Phone Ware Sub-Class Representatives further warrant and represent that they have not assigned or transferred to any person or entity any claims, liens, or judgments relating to or arising out of the Action, including but not limited to claims, liens, or judgments related to medical and legal costs and expenses. Phone Ware Sub-Class Representatives further warrant and represent that, in addition to the above-referenced Child Support Services lien, they will satisfy all such past, present, or future claims, liens, or judgments, and no responsibility for said claims, liens, or judgments is to be borne by Phone Ware Defendants or the Released Parties.

1 (b) Phone Ware Sub-Class Representatives agree to defend, indemnify,
2 and hold harmless Phone Ware Defendants and the Released Parties from any claims, demands, suits,
3 costs, expenses, obligations, liabilities, damages, recoveries, and/or deficiencies of any kind or nature
4 whatsoever arising out of, concerning, or relating to any claim, lien, or judgment referenced in section
5 (18)(c)(vi)(1)(a) above, except to the extent that Phone Ware Defendants have agreed above to satisfy the
6 Notice of Lien served in this matter by the San Diego County Child Support Services Department against
7 Sam Hunting Patterson III in connection with a December 5, 2017 Judgment in County of San Diego v.
8 Sam Hunting Patterson III, San Diego County Superior Court Case No. DF 277763. This defense,
9 indemnity, and hold harmless obligation includes, without limitation, payment of any judgments,
10 settlements, attorneys' fees, and/or other costs of litigation.

11 vii. Claims Administrator: The "Claims Administrator" will be CPT Group, Inc, or
12 such other claims administrator as may be mutually agreeable to the Parties and approved by the Court.
13 The Administration Cost for work done by the Claims Administrator will not be more than \$20,000.00
14 and shall be paid by Phone Ware Defendants out of the Maximum Settlement Amount. The court-
15 awarded administration costs will be provided by Phone Ware Defendants to the Claims Administrator
16 within 14 calendar days after an Order of Final Approval of this Stipulation of Settlement has been
17 granted and entered by the Court. However, in no event will this occur prior to the date the Settlement
18 becomes Effective as defined in Paragraph 18.b.

19 viii. Mailing of Settlement Awards: Within 14 calendar days after an Order of Final
20 Approval of this Stipulation of Settlement has been granted and entered by the Court, the Court-awarded
21 net settlement amount will be paid by Phone Ware Defendants to the Claims Administrator, who will
22 then distribute that amount as Settlement Awards to the Participating Phone Ware Sub-Class Members,
23 as set forth above, within 10 calendar days after the Claims Administrator receives the awarded net
24 settlement amount from Phone Ware Defendants, but in no event will this occur prior to the date the
25 Settlement becomes Effective as defined in Paragraph 18(b).

26 ix. Claim Forms: For each Phone Ware Sub-Class Member, there will be pre-printed
27 information on a Claim Form mailed to Phone Ware Sub-Class Members, based on Phone Ware
28 Defendants' records, stating the number of weeks worked as a Phone Ware Sub-Class Member during

1 the Phone Ware Sub-Class Period, along with each Phone Ware Sub-Class Member's estimated
2 Settlement Award amount. The pre-printed information based on Phone Ware Defendants' records shall
3 be presumed to be correct, unless written evidence to the contrary is provided to the Claims
4 Administrator. Phone Ware Sub-Class Members are required to submit a written, valid, timely and signed
5 Claim Form to the Claims Administrator. However, Phone Ware Sub-Class Representatives, by virtue
6 of signing this Stipulation of Settlement, will be deemed to have submitted a valid and timely claim. A
7 Phone Ware Sub-Class Member may challenge the pre-printed information on the Claim Form as to the
8 number of weeks worked during the Phone Ware Sub-Class Period by submitting written evidence to the
9 Claims Administrator along with the Claim Form. All disputes regarding weeks worked will be resolved
10 and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will
11 be final and binding. All Claim Forms must be completed in their entirety to be considered valid.

12 x. Payment Schedule: The Maximum Settlement Amount shall be paid by Phone
13 Ware Defendants to the Claims Administrator no later than 14 calendar days following the Effective
14 Date. In the event of default of the payment by Phone Ware Defendants, Phone Ware Sub-Class
15 Representatives shall be entitled to recover any attorneys' fees and costs associated with collecting the
16 Maximum Settlement Amount and/or enforcing the terms of the Settlement.

17 19. Right to Rescission: If ten percent (10%) or more of the Phone Ware Sub-Class
18 Members opt-out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in
19 the Phone Ware Sub-Class Notice, Phone Ware Defendants shall have the right (but need not) in their
20 sole discretion to rescind and void the Settlement, before Final Approval by the Court, by providing
21 written notice to Sub-Class Counsel at least twenty-one (21) calendar days after the end of the Claims
22 Period, provided the Claims Administrator has previously furnished Phone Ware Defendants with the
23 number and percentage of valid and timely Requests for Exclusion. If the number of Phone-Ware Sub-
24 Class Members is more than ten percent (10%) greater than 1750, Plaintiffs can, at their sole discretion,
25 terminate the Stipulation of Settlement within twenty-one (21) calendar days after the Claims
26 Administrator providing Plaintiffs with the actual class size.

27 If rescission is exercised under this section, Phone Ware Defendants shall pay any Administration
28 Cost incurred up to that date. Phone Ware Defendants shall not be responsible for paying any of the

1 Attorneys' Fees or Litigation Expenses set forth in this Stipulation of Settlement, or any other fees and/or
2 costs incurred by Sub-Class Counsel to effectuate this Stipulation of Settlement. Termination of this
3 Settlement under this section shall have the same effect as would non-approval of the Settlement by the
4 Court: the Parties shall revert to their previous positions, with all parties to this Settlement to stand in
5 their same position, without prejudice, as if the Settlement had been neither entered into nor filed with
6 the Court, and Phone Ware Defendants will not stipulate to class certification and will contend that a
7 representative action is not appropriate.

8 **CLAIMS ADMINISTRATION**

9 20. The Parties have agreed to the appointment of CPT Group, Inc. to perform the customary
10 duties of Claims Administrator; provided, however, the Parties shall have the right to select or substitute
11 a different Claims Administrator by mutual agreement and approval by the Court. Phone Ware Sub-
12 Class Members are required to submit a written, valid, timely and signed Claim Form on the Claim Form
13 sent to the Claims Administrator in order to receive their share of the Net Settlement Amount. The Claims
14 Administrator will mail the Phone Ware Sub-Class Notice (discussed below) and Claim Form to all Phone
15 Ware Sub-Class Members. The Claims Administrator will independently review the Claim Forms and
16 Phone Ware Defendants' data, based on Phone Ware Defendants' records, as to the number of weeks
17 worked during the Phone Ware Sub-Class Period and will calculate the amounts due to Phone Ware Sub-
18 Class Members in accordance with this Stipulation of Settlement. The Claims Administrator shall report,
19 in summary or narrative form, the substance of its findings. At the request of Phone Ware Defendants,
20 and upon receipt of funds from Phone Ware Defendants, the Claims Administrator will issue and send
21 out Settlement Award checks to Phone Ware Sub-Class Members who filed valid and timely Claim Forms
22 and have not opted-out of the Settlement. The Parties shall be able to review proposed distributions and
23 class workweek data in order to ensure correct and accurate representations are made to Phone Ware Sub-
24 Class Members through the Phone Ware Sub-Class Notice. Tax treatment of the Settlement Awards will
25 be as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the
26 Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which will
27 have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all
28 payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

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21. In consideration for settling this Action, in exchange for the release of claims by the Phone Ware Sub-Class Members, and subject to final approval or modification by the Court, Phone Ware Defendants agree to pay Phone Ware Sub-Class Counsel Attorneys' Fees not to exceed thirty-three and one-third percent (33.33%) of the Maximum Settlement Amount, or in other words up to \$266,640.00 of the Maximum Settlement Amount, and Litigation Expenses not to exceed \$15,000.00 from the Maximum Settlement Amount. Phone Ware Defendants will not object to Phone Ware Sub-Class Counsel's application for Attorneys' Fees and Litigation Costs up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, and obtaining the Final Approval and judgment. Phone Ware Sub-Class Counsel certifies that no liens for attorneys' fees or any further claims for attorneys' fees based on referrals to Phone Ware Sub-Class Counsel's firm exist, and agrees to indemnify Defendant against any claim for attorneys' fees by any third-party beyond the amount provided for in this Settlement. Should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the maximum amounts set forth above shall be added to the Net Settlement Amount.

NOTICE TO THE PHONE WARE SUB-CLASS

22. A Notice of Pendency of Class Action Settlement and Hearing Date for Final Court Approval (“Phone Ware Sub-Class Notice”) has been jointly drafted by the Parties as is attached hereto as “Exhibit 1”. The Phone Ware Sub-Class Notice, as approved by the Court, shall be sent by the Claims Administrator to the Phone Ware Sub-Class Members by first class mail. Accompanying the Phone Ware Sub-Class Notice will be a Claim Form that has been jointly drafted by the Parties, and is attached hereto as Exhibit 2”, and is subject to approval by the Court. Any returned envelopes from this mailing with forwarding addresses will be used by the Claims Administrator to forward the Phone Ware Sub-Class Notice and the Claim Form to Phone Ware Sub-Class Members. Phone Ware Sub-Class Members are required to submit a written, valid, timely and signed Claim Form to the Claims Administrator in order to receive their share of the Net Settlement Amount.

1 a. Within 14 calendar days of Preliminary Approval of this Stipulation of Settlement by the
2 Court, Phone Ware Defendants shall provide to the Claims Administrator a confidential spreadsheet of
3 the Phone Ware Sub-Class Members' names, last-known home addresses, last-known home telephone
4 numbers, Social Security Numbers or Federal Employment Identification Numbers, and hire and
5 termination dates during the Phone Ware Sub-Class Period so weeks worked can be calculated by the
6 Claims Administrator. The Parties agree the Social Security Numbers will be used only by the Claims
7 Administrator for the sole purpose of effectuating the Settlement and will not be provided to Phone Ware
8 Sub-Class Counsel at any time or in any form, except as may be specifically necessary to address any
9 issues with the claims process. In the event Phone Ware Sub-Class Member outreach and/or further
10 investigation to locate Phone Ware Sub-Class Members is necessary to increase the Phone Ware Sub-
11 Class Members' participation rate in the Settlement, or to resolve disputes relating to Phone Ware Sub-
12 Class Members' estimated share of the Net Settlement Amount, the Parties will meet and confer regarding
13 provision of the contact information and/or workweek information to Sub-Phone Ware Sub-Class
14 Counsel for this limited purpose. The spreadsheet provided for above, shall be based on Phone Ware
15 Defendants' payroll and other business records and in a reasonable format acceptable to the Claims
16 Administrator. Phone Ware Defendants agree to consult with the Claims Administrator prior to the
17 production date to ensure that the format will be acceptable to the Claims Administrator and to agree
18 upon the execution of a Confidentiality Agreement. The Claims Administrator will run a check of the
19 Phone Ware Sub-Class Members' addresses against those on file with the U.S. Postal Service's National
20 Change of Address List; this check will be performed only once per Phone Ware Sub-Class Member by
21 the Claims Administrator. Within 28 calendar days of Preliminary Approval of this Settlement, the
22 Claims Administrator will mail the Phone Ware Sub-Class Notice and the Claim Form to Phone Ware
23 Sub-Class Members.

24 b. Phone Ware Sub-Class Notices and Claim Forms returned to the Claims Administrator as
25 non-delivered during the 45-calendar day period for the filing of valid claims shall be re-sent to the
26 forwarding address, if any, on the returned envelope. If there is no forwarding address, the Claims
27 Administrator will do an NCOA check and one skip-trace return mail and re-mail within five (5) calendar
28 days of receipt using the Phone Ware Sub-Class Member's Social Security Number; this search will be

1 performed only once per Phone Ware Sub-Class Member by the Claims Administrator. For those Phone
2 Ware Sub-Class Members who are re-sent the Phone Ware Sub-Class Notice under this Section, the
3 notice period will be extended another twenty (20) calendar days beyond the initial 45-day Claim Period.
4 Upon completion of these steps by the Claims Administrator, Phone Ware Defendants and the Claims
5 Administrator shall be deemed to have satisfied their obligations to provide the Phone Ware Sub-Class
6 Notice to the affected the Phone Ware Sub-Class Members. The affected member of the Settlement Class
7 shall remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
8 Settlement and the Court's Final Approval Order and Final Judgment.

9 c. Claim Forms must be completed in full to be valid. If a Claim Form is not completed in
10 full, the Claims Administrator will send one deficiency notice to the Phone Ware Sub-Class Member
11 within fifteen (15) calendar days before the postmark deadline, advising the Phone Ware Sub-Class
12 Member to cure the deficiency. The deficiency notice will provide the Phone Ware Sub-Class Member
13 fifteen (15) calendar days from the date of mailing of the deficiency notice to cure the deficiency; the
14 completed Claim Form must be postmarked no later than the 15th day after the date of mailing of the
15 deficiency notice or on or before the deadline for the submission of Claim Forms, or, unless otherwise
16 agreed upon by the Parties, it must be rejected as untimely by the Claims Administrator.

17 d. The Phone Ware Sub-Class Notice shall also identify the procedures for opting-out of or
18 objecting to the Settlement.

19 e. Phone Ware Sub-Class Counsel shall provide to the Court, at least 30 days before the final
20 approval fairness hearing, a declaration from the Claims Administrator of its due diligence and proof of
21 mailing with regard to the mailing of the Phone Ware Sub-Class Notice and the Claim Form.

22 **CLAIM PROCESS**

23 23. Phone Ware Sub-Class Members will have forty-five (45) calendar days from the mailing
24 of the Claim Forms within which to postmark their Claim Forms for return to the Claims Administrator
25 ("Claims Period"). No Claim Forms will be honored if postmarked after the forty-five (45) calendar-day
26 period for the postmarking of Claims, unless otherwise agreed upon by the Parties. Phone Ware Sub-
27 Class Members are responsible to maintain a photocopy of the fully completed Claim Form and record
28

1 of proof of mailing. The Parties will meet and confer on late claims and may agree to accept claims
2 provided good cause is shown.

3 24. All original Claim Forms shall be sent directly by Phone Ware Sub-Class Members to the
4 Claims Administrator at the address indicated on the Claim Form. The Claims Administrator shall review
5 the Claim Forms and calculate the Settlement Awards based upon the number of valid claims submitted.
6 The Claims Administrator will certify jointly to the Parties what claims were timely filed. Settlement
7 Awards to Participating Phone Ware Sub-Class Members will be mailed by the Claims Administrator
8 within fourteen (14) calendar days after receipt of all necessary Settlement Funds from Phone Ware
9 Defendants pursuant to the payment schedule identified in the Settlement, provided the Settlement
10 becomes Effective as defined in Paragraph 18.b. Settlement Award checks shall remain valid and
11 negotiable for 180 calendar days from the date of their issuance; upon the deadline to cash the Settlement
12 Award checks, the checks will automatically be cancelled by the Claims Administrator if not cashed by
13 the Participating Phone Ware Sub-Class Members within that time, at which point the Participating Phone
14 Ware Sub-Class Member's claim will be deemed void and of no further force or effect, and the Phone
15 Participating Ware Sub-Class Member's claims will remain released by the Settlement. The checks
16 provided to Participating Phone Ware Sub-Class Members shall prominently state the expiration date or
17 a statement that the checks will expire in one hundred eighty (180) calendar days, or alternatively, such
18 a statement may be made in a letter accompanying the check. Expired Settlement Award checks will not
19 be reissued, except for good cause and as mutually agreed by the Parties in writing.

20 25. The funds associated with any checks not timely deposited by Participating Phone Ware
21 Sub-Class Members shall be sent to the California State Controller's Office Division of Unclaimed
22 Property to hold in trust for the intended recipient. The Parties agree that all payments to Participating
23 Phone Ware Sub-Class Members under this Settlement represent settlement payments for matters
24 disputed and contested in good faith, and such payments shall not be subject to escheat rules, *cy pres*, or
25 other distribution not provided for in this Settlement. Upon completion of its calculation of payments,
26 the Claims Administrator shall provide Phone Ware Defendants with a report listing the amount of all
27 payments to be made to each Phone Ware Sub-Class Member. The Claims Administrator will be
28 responsible for making appropriate deductions for the Phone Ware Sub-Class Members, calculating and

1 reporting the employer's share of payroll taxes on the Settlement Awards, paying to Phone Ware Sub-
2 Class Counsel any Court-approved attorneys' fees and litigation costs to the extent any further payment
3 is required, paying the Court-approved Enhancement Awards, paying out the LWDA Payment, meeting
4 tax reporting obligations, and for issuing the individual Settlement Awards to Phone Ware Sub-Class
5 Members. Proof of compliance with the Court's Final Approval order, if any, will be filed with the Court
6 within twenty-one (21) calendar days after all payment obligations and the check cashing deadline for
7 Phone Ware Sub-Class Members has passed.

8 **OPTING OUT OF / OBJECTING TO THE SETTLEMENT**

9 26. Opting Out of the Settlement. For those Phone Ware Sub-Class Members who do not
10 wish to participate in the Settlement, they may exclude themselves by submitting a timely written Request
11 for Exclusion to the Claims Administrator. The written request ("Request for Exclusion") should state
12 that he/she has received the Phone Ware Sub-Class Notice, decided not to participate in the Settlement,
13 and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion
14 must also state the individual's full name, address, and their date of birth and be signed by the Phone
15 Ware Sub-Class Member to be considered valid. The Request for Exclusion must be dated and mailed
16 by First Class U.S. Mail, or the equivalent, to the Claims Administrator. All Requests for Exclusion must
17 be postmarked and mailed to the Claims Administrator no later than forty-five (45) calendar days after
18 the Claims Administrator mails the Phone Ware Sub-Class Notice to the Phone Ware Sub-Class
19 Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms
20 of the Settlement. If an individual submits both a Claim Form and a Request for Exclusion, the Request
21 for Exclusion will be deemed invalid, and the individual will be deemed a Participating Phone Ware Sub-
22 Class Member and will be bound by the terms of the Settlement.

23 Phone Ware Sub-Class Members who submit a Request for Exclusion shall be permitted to
24 rescind it by submitting a written request to rescind their Request for Exclusion to the Claims
25 Administrator postmarked no later than twenty (20) calendar days after their Request for Exclusion is
26 postmarked.

27 27. Objecting to the Settlement. Any Phone Ware Sub-Class Member who does not exclude
28 himself/herself from the Settlement can object to the terms of the Settlement before the deadline to object

1 to the Settlement. To object, the individual must file a written objection and a notice of intention to appear
2 at the Final Approval hearing with the Clerk of the San Diego Superior Court of the State of California
3 and send copies to the Claims Administrator, Phone Ware Sub-Class Counsel and counsel for Phone
4 Ware Defendants. Any written objection must state each specific reason in support of the objection and
5 any legal support for each objection. The individual must state his/her full name, address, date of birth,
6 the dates he/she worked for Phone Ware Defendants and be signed by the Phone Ware Sub-Class
7 Member. To be valid and effective, any objections to approval of the Settlement must be filed with the
8 Clerk of the San Diego Superior Court and delivered to the Claims Administrator, Phone Ware Sub-Class
9 Counsel and counsel for Phone Ware Defendants no later than forty-five (45) calendar days after the
10 Claims Administrator mails the Phone Ware Sub-Class Notice and the Claim Form to the Phone Ware
11 Sub-Class Members. If the Court rejects the objection, the individual will be bound by the terms of the
12 Settlement and will not receive any Settlement Award unless he/she has submitted a valid Claim Form.

13 **RELEASE BY THE PHONE WARE SUB-CLASS MEMBERS**

14 28. Conditionally Effective upon the date of Final Approval by the Court of this Stipulation
15 of Settlement, and except as to such rights or claims as may be created by this Stipulation of Settlement,
16 Phone Ware Sub-Class Members who have not submitted valid and timely Request for Exclusion will
17 release Phone Ware, Inc., Bill Nassir, Hazel Nassir, and Sophia Gonzalez-Smith, on behalf of themselves,
18 their heirs, spouses, executors, administrators, attorneys, agents and assigns, fully and finally release and
19 discharge Phone Ware, Inc., Bill Nassir, Hazel Nassir, and Sophia Gonzalez-Smith, and each of their
20 respective former, present and future owners, parents, subsidiaries and affiliated corporations and entities,
21 and all of their current, former and future officers, directors, members, managers, employees, consultants,
22 partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers (including
23 Hudson Insurance Group), legal representatives and any and all staffing agencies, including L.A. Leasing
24 Inc. and Huyssen, Inc., that assigned Phone Ware Sub-Class Members to work for Phone Ware
25 Defendants ("Released Parties"), from all claims, rights, demands, liabilities and causes of action of any
26 nature or description, including any such claims, whether known or unknown, that were litigated in the
27 Action against Phone Ware Defendants or could have been litigated based on the facts and circumstances
28 alleged in the Action against Phone Ware Defendants, arising under the operative Complaint in this

1 Action, including but not limited to, all claims under the California Labor Code and related orders of the
2 California Industrial Welfare Commission and Business and Professions Code section 17200, *et. seq.*
3 Phone Ware Sub-Class Members, on behalf of themselves, their heirs, spouses, executors, administrators,
4 attorneys, agents and assigns, fully and finally release and discharge the Released Parties from all claims,
5 rights, demands, liabilities and causes of action of any nature or description, including any such claims,
6 whether known or unknown, that were litigated in the Action against Phone Ware Defendants or could
7 have been litigated based on the facts and circumstances alleged in the Action against Phone Ware
8 Defendants. The claims released under this paragraph shall include, but not necessarily be limited to,
9 claims for: failure to pay regular and overtime wages, failure to provide meal periods or compensation in
10 lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay wages of
11 terminated or resigned employees, knowing and intentional failure to comply with itemized employee
12 wage statement provisions, violations of the Unfair Competition Law, California Private Attorneys
13 General Act, Labor Code, section 2699, *et seq.*, waiting time penalties, as well as any damages,
14 restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs
15 resulting therefrom. The Claim Form shall refer the reader to the Phone Ware Sub-Class Notice for a
16 description of the other releases. This release and waiver, however, shall be conditional on the full
17 payment of the Maximum Settlement Amount necessary to fund all payment obligations as calculated
18 after completion of the Claims Period. If full payment is not made, the waivers and releases shall be
19 deemed to be ineffective and Phone Ware Sub-Class Members will be able to proceed on any claims they
20 may otherwise wish to assert as if this Stipulation of Settlement never existed.

21 29. The Claim Form mailed to the Phone Ware Sub-Class Members will state, "My
22 signature below constitutes a full and complete release by me of Phone Ware, Inc., Bill Nassir, Hazel
23 Nassir, and Sophia Gonzalez-Smith, and each of their respective former, present and future owners,
24 parents, subsidiaries and affiliated corporations and entities, and all of their current, former and future
25 officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
26 agents, successors, assigns, accountants, insurers (including Hudson Insurance Group), legal
27 representatives and any and all staffing agencies, including L.A. Leasing Inc. and Huyssen, Inc., that
28 assigned Phone Ware Sub-Class Members to work for Phone Ware Defendants ("Released Parties"),

1 from all claims, rights, demands, liabilities and causes of action of any nature or description, including
2 any such claims, whether known or unknown, that were litigated in the Action against Phone Ware
3 Defendants or could have been litigated based on the facts and circumstances alleged in the Action against
4 Phone Ware Defendants, arising under the operative Complaint in this Action, including but not limited
5 to, all claims under the California Labor Code and related orders of the California Industrial Welfare
6 Commission and Business and Professions Code Section 17200, et. seq. I make this release on behalf of
7 myself, my heirs, spouses, executors, administrators, attorneys, agents and assigns, and fully and finally
8 release and discharge the Released Parties from all claims, rights, demands, liabilities and causes of action
9 of any nature or description, including any such claims, whether known or unknown, that were litigated
10 in the Action against Phone Ware Defendants or could have been litigated based on the facts and
11 circumstances alleged in the Action against Phone Ware Defendants. The claims released shall include,
12 but not necessarily be limited to, claims for: failure to pay regular and overtime wages, failure to
13 compensate for all hours worked, failure to provide meal periods or compensation in lieu thereof, failure
14 to provide rest periods or compensation in lieu thereof, failure to pay wages of terminated or resigned
15 employees, knowing and intentional failure to comply with itemized employee wage statement
16 provisions, violations of the Unfair Competition Law, California Private Attorneys General Act, Labor
17 Code, section 2699, *et seq.*, waiting time penalties, fraudulent concealment of injuries, negligent
18 misrepresentation, breach of contract, breach of implied good faith and fair dealing, as well as any
19 damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees
20 or costs resulting therefrom. I declare under penalty of perjury under the laws of the State of California
21 that I am entitled to a Settlement Award for the Released Claims, and that the foregoing release is
22 voluntary, true and correct."

23 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

24 30. Phone Ware Sub-Class Representatives shall promptly submit this Stipulation of
25 Settlement to the San Diego County Superior Court in support of their Motion for Preliminary Approval
26 of Class Action Settlement and determination by the Court as to its fairness, adequacy and reasonableness.
27 Phone Ware Sub-Class Representatives agree to provide Phone Ware Defendants the opportunity to
28 review, before filing, Phone Ware Sub-Class Representatives' Motion for Preliminary Approval of Class

1 Action Settlement. Promptly upon execution of this Stipulation of Settlement, Phone Ware Sub-Class
2 Representatives shall apply to the Court for the entry of an order preliminarily approving of the Settlement
3 in a form that is mutually agreeable between the Parties and also provides for the following:

4 a. Scheduling a fairness hearing on the question of whether the proposed Settlement,
5 including payment of Attorneys' Fees and Litigation Expenses, Administration Costs, and the
6 Enhancement Awards should be finally approved as fair, reasonable and adequate as to Phone Ware Sub-
7 Class Members;

8 b. Certifying the Phone Ware Sub-Class; appointing Plaintiffs Patterson, Wingo, Hernandez
9 and Glasgow as the Phone Ware Sub-Class Representatives; and appointing Ashkan Shakouri of Shakouri
10 Law Firm and Daniel Srourian of Srourian Law Firm, P.C. as Phone Ware Sub-Class Counsel for
11 purposes of preliminary approval;

12 c. Approving as to form and content the proposed Phone Ware Sub-Class Notice;

13 d. Approving as to form and content the proposed Claim Form;

14 e. Approving of the manner and method for Phone Ware Sub-Class Members to request
15 exclusion from the Settlement as contained herein and within the Phone Ware Sub-Class Notice;

16 e. Directing the mailing of the Phone Ware Sub-Class Notice and the Claim Form by first
17 class mail to the Phone Ware Sub-Class Members;

18 f. Preliminarily approving the Settlement subject only to the objections of Phone Ware Sub-
19 Class Members and final review by the Court; and

20 g. Enjoining Phone Ware Sub-Class Representatives and all Phone Ware Sub-Class
21 Members from filing or prosecuting any other cases, claims, suits or administrative proceedings
22 (including filing claims with the Division of Labor Standards Enforcement of the California Department
23 of Industrial Relations) regarding the Released Claims unless and until such Phone Ware Sub-Class
24 Members have filed valid Requests for Exclusion with the Claims Administrator and the time for Phone
25 Ware Sub-Class Members to file Claim Forms with the Claims Administrator has elapsed.

26 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

27 31. Phone Ware Sub-Class Representatives agree to provide Phone Ware Defendants the
28 opportunity to review, before filing, Phone Ware Sub-Class Representatives' Motion for Final Approval

1 of Class Action Settlement. Phone Ware Sub-Class Counsel agrees to submit a proposed final order and
2 judgment, in a form that is mutually agreeable between the parties and also provides for the following:

3 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate,
4 and directing consummation of its terms and provisions;

5 b. Approving Phone Ware Sub-Class Counsel's application for an award of Attorneys' Fees
6 and Litigation Expenses;

7 c. Approving the Enhancement Awards to the Phone Ware Sub-Class Representatives; and

8 d. Entering judgment in accordance with California Rules of Court, Rule 3.769(h), and
9 permanently barring and enjoining all Phone Ware Sub-Class Members from prosecuting against Phone
10 Ware Defendants and each of their respective past, current and future owners, parent companies,
11 subsidiaries, divisions, related or affiliated companies, including but not limited to their past, current and
12 future owners, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and
13 assigns, and any individual or entity who could be jointly liable with any of the foregoing, any individual
14 or class, collective or representative claims released herein pursuant to Paragraph 27 above, upon
15 satisfaction of all payments and obligations hereunder.

16 **PARTIES' AUTHORITY**

17 32. The signatories hereto hereby represent that they are fully authorized to enter into this
18 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

19 **MUTUAL FULL COOPERATION**

20 33. The Parties agree to fully cooperate with each other to accomplish the terms of this
21 Stipulation of Settlement, including, but not limited to, execution of such documents and taking such
22 other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
23 The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement
24 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
25 Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this
26 Stipulation of Settlement, Phone Ware Sub-Class Counsel shall, with the assistance and cooperation of
27 Phone Ware Defendants and their counsel, take all necessary steps to secure the Court's preliminary and
28 then final approval of this Stipulation of Settlement.

1 34. The Parties and their respective counsel agree that they will not attempt, directly or
2 indirectly, to discourage Phone Ware Sub-Class Members from filing Claim Forms or to encourage them
3 from opting out of the Settlement.

4 **NO PRIOR ASSIGNMENTS**

5 35. The Parties and their counsel represent, covenant and warrant that they have not directly
6 or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person
7 or entity any portion of any liability, claim, demand, action, cause of action or right herein released and
8 discharged except as set forth herein.

9 **NO ADMISSION**

10 36. This Settlement is entered into in compromise of disputed claims. Nothing contained
11 herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission
12 of liability, culpability, negligence or wrongdoing on the part of Phone Ware Defendants, which
13 specifically deny any liability, culpability, negligence, or wrongdoing towards the Phone Ware Sub-Class
14 Representatives, the Phone Ware Sub-Class Members, or any other person. No part of this Settlement
15 shall constitute an admission on behalf of Phone Ware Defendants of the accuracy of any fact or allegation
16 against them. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the
17 intention to avoid further disputes and litigation with the attendant inconvenience and expenses. The
18 Parties agree that this Settlement is not evidence that the Complaint filed by Phone Ware Sub-Class
19 Representatives has any merit, nor does it constitute an admission of any wrongdoing by Phone Ware
20 Defendants, who do not admit to the suitability of this Action for class action litigation other than for
21 purposes of this Settlement. If the Court does not grant either preliminary or final approval of this
22 Settlement, or approval is reversed upon appeal, then the Parties revert to their previous positions, all
23 parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
24 neither entered into nor filed with the Court, and Phone Ware Defendants will not stipulate to class
25 certification and will contend that a representative action is not appropriate.

26 **ENFORCEMENT ACTIONS**

27 37. The Parties agree that the San Diego County Superior Court shall retain jurisdiction to
28 enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the

1 event one or more of the Parties to this Settlement institutes any legal action or other proceeding against
2 any other Party or Parties to enforce the provisions of this Settlement or to declare the rights or obligations
3 under this Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful
4 Party or Parties reasonable attorneys' fees and litigation costs, including expert witness fees incurred in
5 connection with any enforcement actions.

6
7 **NOTICES**

8 38. Unless otherwise specifically provided herein, all notices, demands or other
9 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
10 the fifth business day after mailing by United States registered or certified mail, return receipt requested,
11 addressed as follows:

12
13 **To Phone Ware Sub-Class Representatives and the Phone Ware Sub-Class Members:**

14 Ashkan Shakouri, Esq.
15 SHAKOURI LAW FIRM
16 11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025

17 Daniel Srourian, Esq.
18 SROURIAN LAW FIRM, P.C.
19 3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

20
21 **To Phone Ware Defendants:**

22 Andrew J. Deddeh, Esq.
23 GORDON REES SCULLY MANSUKHANI, LLP
24 101 W. Broadway, Ste. 2000
San Diego, California 92101

25 **NO PUBLIC COMMENT**

26 39. Except for the limited right below and for purposes of the Court granting preliminary and
27 final approval of the Settlement, and as required or necessary to effectuate its terms, including the
28 payment of taxes, the Parties will not disclose this Settlement to any third parties. Phone Ware Sub-Class

1 Counsel will have the right and ability to publish on their respective websites the following language
2 only: "\$800,000 Settlement reached on behalf of Southern California call-center employees who alleged
3 problems with overtime and break pay, among various other related violations." Under no circumstances
4 will Phone Ware Sub-Class Representatives or Phone Ware Sub-Class Counsel disclose to third parties
5 the identity of Phone Ware Defendants. Class Counsel will take all steps necessary to ensure the Phone
6 Ware Sub-Class Representatives are aware of the restriction against public comment of the Settlement.
7 Nothing in this paragraph shall prohibit Phone Ware Sub-Class Representatives or Phone Ware Sub-Class
8 counsel from discussing the Settlement with Phone Ware Sub-Class Members.

9 **CONSTRUCTION**

10 40. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are
11 the result of lengthy, intensive arms-length negotiations between the Parties and this Stipulation of
12 Settlement shall not be construed in favor of or against any party by reason of the extent to which any
13 party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

14 **CAPTIONS AND INTERPRETATIONS**

15 41. Paragraph titles or captions contained herein are inserted as a matter of convenience and
16 for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement
17 or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

18 **MODIFICATION**

19 42. This Stipulation of Settlement may not be changed, altered or modified, except in writing
20 and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be
21 discharged except by performance in accordance with its terms or by a writing signed by the Parties
22 hereto.

23 **INTEGRATION CLAUSE**

24 43. This Stipulation of Settlement contains the entire agreement between the Parties relating
25 to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
26 understandings, representations and statements, whether oral or written and whether by a party or such
27 party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

28 **BINDING ON ASSIGNS**

1 44. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties
2 and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors
3 and assigns.

4 **PHONE WARE SUB-CLASS MEMBER SIGNATORIES**

5 45. It is agreed that because the Phone Ware Sub-Class Members are so numerous, it is
6 impossible or impractical to have each Phone Ware Sub-Class Member to execute this Stipulation of
7 Settlement. The Phone Ware Sub-Class Notice will advise all Phone Ware Sub-Class Members of the
8 binding nature of the release, and the release shall have the same force and effect as if this Settlement
9 were executed by each Phone Ware Sub-Class Member.

10 **COUNTERPARTS**

11 46. This Settlement may be executed in counterparts and by facsimile signatures, and when
12 each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and
13 PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall
14 constitute one Settlement binding upon and effective as to all Parties.

15 **GENERAL RELEASE**

16 47. In addition to the releases made above, each Phone Ware Sub-Class Representative shall
17 make the following additional general release ("General Release"):

18 The Class Representative releases the Released Parties from all claims,
19 demands, rights, liabilities and causes of action of every nature and
20 description whatsoever, known or unknown, asserted or that might have
21 been asserted, whether in tort, contract, or for violation of any state or
federal statute, rule or regulation arising out of, relating to, or in connection
with any act or omission by or on the part of any of the Released Parties
committed or omitted prior to the execution hereof.

22 The Class Representative stipulates and agrees that he expressly waives and
23 relinquishes, to the fullest extent permitted by law, the provisions, rights
and benefits of Section 1542 of the California Civil Code, or any other
24 provision under federal or state law, which provides:

25 A general release does not extend to claims that the creditor or releasing
26 party does not know or suspect to exist in his or her favor at the time of
executing the release, and that, if known by him or her must have materially
27 affected his or her settlement with the debtor or released party.
28

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action Settlement and Release between Phone Ware Sub-Class Representatives and
3 Phone Ware Defendants as of the date(s) set forth below:
4
5
6
7
8

9 **PHONE WARE SUB-CLASS REPRESENTATIVES**

10
11
12 Dated: _____
13 SAM PATTERSON

14
15 Dated: _____
16 DONNA WINGO

17
18 Dated: _____
19 MYIKA GLASGOW

20
21
22 Dated: _____
23 VERONICA HERNANDEZ
24
25
26
27
28

1
2 **PHONE WARE DEFENDANTS**

3
4 Dated: _____

PHONE WARE, INC.

5
6 By: _____
7 BILL NASSIR
8 AUTHORIZED REPRESENTATIVE OF PHONE
9 WARE, INC.

10
11 Date: _____

By: _____
12 BILL NASSIR

13
14 Dated: _____

By: _____
15 HAZEL NASSIR

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action Settlement and Release between Phone Ware Sub-Class Representatives and
3 Phone Ware Defendants as of the date(s) set forth below:
4
5
6
7
8

9 **PHONE WARE SUB-CLASS REPRESENTATIVES**

10
11 Dated: 4/25/2019 _____

DocuSigned by:

7B4A857D65C0485...

12 SAM PATTERSON

13
14
15 Dated: _____

16 DONNA WINGO

17
18 Dated: _____

19 MYIKA GLASGOW

20
21
22 Dated: _____

23 VERONICA HERNANDEZ
24
25
26
27
28

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4
5
6
7
8

9 **PHONE WARE SUB-CLASS REPRESENTATIVES**

10
11
12 Dated: _____

SAM PATTERSON

DocuSigned by:

D54381F7E94F4C5...

13
14
15 Dated: 4/23/2019
16 _____

DONNA WINGO

17
18 Dated: _____

MYIKA GLASGOW

19
20
21
22 Dated: _____

VERONICA HERNANDEZ

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
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3 Phone Ware Defendants as of the date(s) set forth below:
4
5
6
7
8

9 **PHONE WARE SUB-CLASS REPRESENTATIVES**

10
11
12 Dated: _____

SAM PATTERSON

13
14
15 Dated: _____

DONNA WINGO

16
17
18 Dated: 4/23/2019 _____

DocuSigned by:
Myika Glasgow
EB0C2F05D24B414...

MYIKA GLASGOW

19
20
21
22 Dated: _____

VERONICA HERNANDEZ

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action Settlement and Release between Phone Ware Sub-Class Representatives and
3 Phone Ware Defendants as of the date(s) set forth below:
4
5
6
7
8

9 **PHONE WARE SUB-CLASS REPRESENTATIVES**

10
11
12 Dated: _____

SAM PATTERSON

13
14
15 Dated: _____

DONNA WINGO

16
17
18 Dated: _____

MYIKA GLASGOW

19
20
21 Dated: 4/24/2019

DocuSigned by:

8BED12CE646144C...

22 _____

VERONICA HERNANDEZ

PHONE WARE DEFENDANTS

Dated: 4/19/19

PHONE WARE, INC.

By: Bill Nassir

BILL NASSIR

AUTHORIZED REPRESENTATIVE OF PHONE
WARE, INC.

Dated: 4/19/19

By: Bill Nassir

BILL NASSIR

Dated: 4/19/19

By: Hazel Nassir

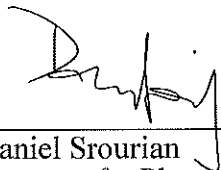
HAZEL NASSIR

1
2
3
4
5 APPROVED AS TO FORM:

6
7 Dated: 04/26/19

SROURIAN LAW FIRM, P.C.

8
9
10 By:


Daniel Srourian
Attorney for Phone Ware Sub-Class
Representatives

11
12
13 Dated: 4/25/19

SHAKOURI LAW FIRM

14
15
16 By:

Ashkan Shakouri
Ashkan Shakouri
Attorney for Phone Ware Sub-Class
Representatives

17
18
19
20 Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP

21
22 By: _____

23 Christopher Cato, Esq.
24 Andrew Deddeh, Esq.
25 Attorneys for Phone Ware Defendants
26
27
28

1 APPROVED AS TO FORM:
2
3

4 Dated: _____
5

SROURIAN LAW FIRM, P.C.

6 By: _____
7 Daniel Srourian
8 *Attorney for Phone Ware Sub-Class*
9 *Representatives*

10 Dated: _____
11

SHAKOURI LAW FIRM

12 By: _____
13 Ashkan Shakouri
14 *Attorney for Phone Ware Sub-Class*
15 *Representatives*

16
17 Dated: 4/23/2019
18

GORDON REES SCULLY MANSUKHANI, LLP

19 By:  _____
20 Christopher Cato, Esq.
21 Andrew Deddeh, Esq.
22 Attorneys for Phone Ware Defendants
23
24
25
26
27
28

EXHIBIT 1

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SAM PATTERSON; CLARANISHA RAINEY-PALM; RONISHA ANDREWS; VERONICA HERNANDEZ; DONNA WINGO; MYIKA GLASGOW AND TYESHA ROGERS on behalf of themselves and other similarly situated,

Plaintiffs,

vs.

PHONE WARE, INC., a California corporation; SUNNET, INC. a California corporation; L.A. LEASING INC., a California corporation; HUYSEN, INC., a California corporation; BILL NASSIR, an individual; HAZEL NASSIR, an individual; SOPHIA GONZALEZ-SMITH, an individual; and DOES 1 - 20, inclusive,

Defendants.

Case No. 37-2016-00021373-CU-OE-CTL

[Dept. 74]

Assigned to Hon. Ronald L. Styn

CLASS ACTION

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

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT-OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW. TO RECEIVE A SETTLEMENT AWARD, YOU MUST FILL OUT THE ENCLOSED CLAIM FORM AND MAIL IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [DATE].

Pursuant to the Order of the San Diego County Superior Court ("Court") Granting Preliminary Approval of Class Action Settlement on [Preliminary Approval Date], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On June 23, 2016, Plaintiffs Sam Patterson, Veronica Hernandez, Donna Wingo, Myika Glasgow, Claranisha Rainey-Palm, Ronisha Andrews and Tyesha Rogers filed a class action lawsuit against Defendants L.A. Leasing and Huyssen, Inc. ("L.A. Leasing Defendants") and Phone Ware, Inc., Bill Nassir and Hazel Nassir ("Phone Ware Defendants") (collectively "Defendants") in the San Diego Superior Court, on behalf of themselves and on behalf of all similarly situated employees. The term "**Action**" means this putative class action pending in the San Diego County Superior Court, Case No. 37-2016-00021373-CU-CE-CTL) ("Action").

Plaintiffs Claranisha Rainey-Palm, Ronisha Andrews and Tyesha Rogers ("L.A. Leasing Sub-Class Representatives") were non-exempt employees of L.A. Leasing Defendants who performed work for Phone Ware Defendants. Plaintiffs Sam Patterson, Veronica Hernandez, Donna Wingo, Myika Glasgow were non-exempt employees who worked for Phone Ware Defendants, either directly or indirectly through a staffing agency other than L.A. Leasing Defendants ("Phone Ware Sub-Class Representatives").

In the Action, Plaintiffs alleged that Defendants did not properly pay overtime wages, minimum wages,

earned commission, or bilingual bonuses, did not provide legally compliant meal and rest periods, and did not provide accurate, itemized wage statements. Plaintiffs contended these actions also constituted unfair competition and sought derivative statutory penalties, civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), interest, and attorneys’ fees and costs based on these alleged violations. The Action has been actively litigated. Since the filing of the Action, there has been extensive investigation and discovery, including multiple deposition, and exchange of ample information and voluminous records relating to the alleged claims. Furthermore, the Parties have participated in extensive private settlement negotiations, including mediation facilitated by a neutral third party.

In February 2018, the L.A. Leasing Sub-Class Representatives entered into a class action settlement with L.A. Leasing Defendants (“L.A. Leasing Settlement”), on behalf of themselves and other non-exempt employees who were hired by L.A. Leasing Defendants and worked for Phone Ware Defendants at any time from June 23, 2012 through September 1, 2016 (“L.A. Leasing Sub-Class” or “L.A. Leasing Sub-Class Members”). The Court granted final approval of the L.A. Leasing Settlement on November 30, 2018.

Subsequently, the Phone Ware Sub-Class Representatives entered into a separate class action settlement with Phone Ware Defendants (“Settlement” or “Settlement Agreement”) on behalf of themselves and other non-exempt employees 1) who worked for Phone Ware Defendants, either directly or indirectly through a staffing agency other than L.A. Leasing Defendants at any time from June 23, 2012 through [Preliminary Approval Date], (“Phone Ware Sub-Class Period”), and 2) who did not have an executed arbitration agreement with Phone Ware Defendants (“Phone Ware Sub-Class” or “Phone Ware Sub-Class Members”). To the extent you were L.A. Leasing Sub-Class Member, but you also worked as Phone Ware Sub-Class Member, you will be allowed to participate in this Settlement only for the portion of your employment in the Phone Ware Sub-Class Period in which you were either directly hired by Phone Ware Defendants or hired to work for Phone Ware Defendants through a staffing agency other than L.A. Leasing Defendants. **The subject of this Class Notice is the Settlement with Phone Ware Defendants only.** For the purposes of this Class Notice, the term “Parties” refers collectively to Phone Ware Sub-Class Representatives and Phone Ware Defendants.

The Settlement was reached after extensive negotiations, including a mediation by a third-party neutral, and all known facts and circumstances, including the various risks and uncertainties related to the Action. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Phone Ware Defendants deny any liability or wrongdoing of any kind whatsoever associated with the allegations and claims brought in this Action or that could have been brought based on the facts alleged. Phone Ware Defendants further deny that this Action is appropriate for class treatment or for any purpose other than settlement. The Court has not ruled on who should win. Rather, the Parties have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Settlement Agreement, in order to avoid the burden, expense, and uncertainty associated with litigating the claims alleged in the Action.

The Court has preliminarily approved the Settlement Agreement, under which Phone Ware Sub-Class Members will receive funds based on the number of weeks they worked during the Phone Ware Sub-Class Period. **You are a Phone Ware Sub-Class Member if** you worked for Phone Ware Defendants, either directly or indirectly through a staffing agency other than L.A. Leasing Defendants at any time from June 23, 2012 until [Preliminary Approval Date], and you have not executed an arbitration agreement with Phone Ware Defendants.

You have received this Class Notice because Phone Ware Defendants’ records indicate that you are a member of the Phone Ware Sub-Class as described above. If you are a Phone Ware Sub-Class Member, you have the opportunity to participate in the Settlement or to exclude yourself (“opt-out”) from the Settlement, as explained below. This Class Notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

The Court granted preliminary approval of the Settlement on [Preliminary Approval Date], on behalf of all Phone Ware Sub-Class Members, as defined above, for the time period specified above. At that time, the Court also preliminarily approved Plaintiffs Sam Patterson, Veronica Hernandez, Donna Wingo and Myika Glasgow to serve as Phone Ware Sub-Class Representatives, and preliminarily approved attorneys Ashkan Shakouri of Shakouri Law Firm and Daniel Srourian of Srourian Law Firm, P.C. to serve as Phone Ware Sub-Class Counsel.

The Court also scheduled a Final Approval Hearing on the Settlement to be heard on [Final Approval Date] at [redacted] in Department 74 of the San Diego Superior Court located at 330 West Broadway, San Diego, CA 92101, at which time the Court will decide whether to grant final approval of the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Phone Ware Defendants agree to pay up to Eight-Hundred Thousand Dollars and No Cents (\$800,000.00), which is inclusive of the employers' tax obligations (*e.g.*, employer FICA, FUTA and SDI contributions on wage payments) on any moneys distributed to Phone Ware Sub-Class Members as wages under the Settlement Agreement ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for Phone Ware Sub-Class Counsel's attorneys' fees not to exceed 33.33% of the Maximum Settlement Amount, which equals \$266,640.00, Phone Ware Sub-Class Counsel's attorneys' costs not to exceed \$15,000.00, an enhancement award to each Phone War Sub-Class Representative in an amount not to exceed \$7,500.00, the fees and expenses of the Claims Administrator estimated not to exceed \$20,000.00, the employers' portion of payroll taxes, and \$7,500.00 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged penalties under PAGA, which will result in a "Net Settlement Amount" for distribution to all Phone Ware Sub-Class Members.

The enclosed Claim Form lists the number of weeks you worked during the relevant period and your estimated share of the Net Settlement Amount ("Settlement Award"). As explained further below, the amount of each Phone Ware Sub-Class Member's Settlement Award will depend on the number of weeks worked by participating Phone Ware Sub-Class Members during the Phone Ware Sub-Class Period, identified above. The actual amount received may be more or less than the amount stated on the Claim Form depending on the actual number of weeks worked by participating Phone Ware Sub-Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved by the Court.

B. Settlement Formula and Settlement Awards

Phone Ware Defendants will pay Settlement Awards through the Claims Administrator, as described below, to each Phone Ware Sub-Class Member who does not opt-out of the Settlement and submits a valid, timely Claim Form. All Settlement Awards will be subject in part to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to participating Phone Ware Sub-Class Members will be characterized for tax purposes as follows: 1) 80% of the payments to Phone Ware Sub-Class Members will represent unpaid penalties and interest for which IRS Forms 1099-MISC will issue; and 2) 20% of the payments to Phone Ware Sub-Class Members will represent unpaid wages, for which IRS Forms W-2 will issue.

Settlement Awards to Phone Ware Sub-Class Members will be based on the number of weeks worked by individual Phone Ware Sub-Class Members during the Phone Ware Sub-Class Period, identified above. The number of workweeks for a Phone Ware Sub-Class Member will be determined by reference to Phone Ware Defendant's records. The Claims Administrator, based on those records, will calculate the number of actual

workweeks for each Phone Ware Sub-Class Member during the relevant claim period. Each Phone Ware Sub-Class Member's Settlement Award shall be determined by taking his or her weeks worked during the Phone Ware Sub-Class Period, and dividing that by the weeks worked for all Phone Ware Sub-Class Members and multiplying that fraction by the Net Settlement Amount.

Payment to Phone Ware Sub-Class Members of their Settlement Award will require the submission of the enclosed Claim Form. Receipt of the Settlement Award will not entitle any Phone Ware Sub-Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

The portion of the Net Settlement Amount that is not claimed by Phone Ware Sub-Class Members will remain the property of, and revert to, Phone Ware Defendants. In no event, however, will Phone Ware Defendants pay less than 65% of the Net Settlement Amount. To the extent that less than 65% of the Net Settlement Amount is claimed by Participating Phone Ware Sub-Class Members, the amounts paid will be redistributed pro rata to Phone Ware Sub-Class Members who have filed valid and timely Claim Forms, in accordance with the calculations described above, such that at least 65% of the Net Settlement Amount is distributed to Phone Ware Sub-Class Members. For any settlement checks distributed to Phone Ware Sub-Class Members that are not cashed within **one-hundred and eighty (180)** calendar days, those funds will be sent to the California State Controller's Office Division of Unclaimed Property to hold in trust for the intended recipient.

C. Placement and Workweek Calculations to Be Based on Phone Ware Defendant's Records

For each Phone Ware Sub-Class Member, the amount payable will be calculated by the Claims Administrator from Phone Ware Defendants' records, which will be presumed correct, unless evidence to the contrary is provided to the Claims Administrator. Phone Ware Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the placement within the class or the number of workweeks worked by an individual Phone Ware Sub-Class Member. If a Phone Ware Sub-Class Member disputes the accuracy of Phone Ware Defendants' records, all supporting documents evidencing the correct workweeks must be submitted by the Phone Ware Sub-Class Member with the Claim Form, which must be postmarked on or before **[45 days after mailing of Class Notice]**. The dispute will be resolved by the Claims Administrator as described in Section E below.

D. Release of Claims

The Settlement contains a release which releases Phone Ware, Inc., Bill Nassir, Hazel Nassir and Sophia Gonzalez-Smith, and each of their respective former, present and future owners, parents, subsidiaries and affiliated corporations and entities, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers (including Hudson Insurance Group), legal representatives and any and all staffing agencies, including L.A. Leasing Inc. and Huyssen, Inc., that assigned Phone Ware Sub-Class Members to work for Phone Ware Defendants ("Released Parties"), from all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Phone Ware Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Phone Ware Defendants arising under the operative Complaint filed in the San Diego Superior Court including, but not limited to, all claims under the California Labor Code and related orders of the California Industrial Welfare Commission and Business and Professions Code section 17200, et seq. The claims released shall include, but not necessarily be limited to, claims for failure to provide meal periods, failure to provide rest breaks, failure to pay minimum wages, failure to pay overtime wages, waiting time penalties, Unfair Competition, wage statement violations and claims under the Private Attorneys General Act, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. The Released Claims shall extend through the Phone Ware Sub-Class Period, which is June 23, 2012

to [Preliminary Approval Date].

However, the release is conditional on Phone Ware Defendants funding the Settlement. To the extent that only partial funding occurs for any reason, no waiver or release will become effective.

E. Resolution of Subclass and Workweek Disputes

If a Phone Ware Sub-Class Member disputes the accuracy of Phone Ware Defendants' records as to the number of actual workweeks worked or subclass designation, any documentation supporting such dispute must be submitted to the Claims Administrator with the Claim Form, which must be postmarked on or before [45 days after mailing of Class Notice]. All workweek and/or subclass designation disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for Phone Ware Sub-Class Representatives

Subject to approval by the Court, Phone Ware Sub-Class Representatives will each receive an Enhancement Award of up to \$7,500.00. This payment will be made for their service as Phone Ware Sub-Class Representatives, including active participation in prosecution of the Action and taking the risk to come forward on behalf of their coworkers. Each Phone Ware Sub-Class Representative has also signed a general release of all claims, which is broader than the release applicable to all other Phone Ware Sub-Class Members.

G. Attorneys' Fees and Litigation Costs

Phone Ware Defendants agree to pay Phone Ware Sub-Class Counsel's attorneys' fees up to a maximum of 33.33% of the Maximum Settlement Amount, which equals \$266,640.00, and litigation costs not to exceed \$15,000.00. Phone Ware Sub-Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount and will not be paid by any Phone Ware Sub-Class Members.

H. Reasonableness of Settlement

The attorneys for the Parties, identified below, believe the amounts payable to Phone Ware Sub-Class Members, to the LWDA, and for Phone Ware Sub-Class Counsel's requested attorneys' fees and costs are fair and reasonable. The Phone Ware Sub-Class Representatives and Phone Ware Sub-Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Phone Ware Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving it as fair, adequate, and in the best interests of the Phone Ware Sub-Class Members. The Parties have also reserved limited rights to void the Settlement, as set forth in the Settlement Agreement signed by the Parties.

III. WHAT ARE YOUR RIGHTS AS A PHONE WARE SUB-CLASS MEMBER

A. To Receive a Settlement Award

IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE, SIGN, AND TIMELY SUBMIT A VALID CLAIM FORM IN ORDER TO RECEIVE A SETTLEMENT AWARD. The Claim Form must be postmarked no later than [45 days after mailing of Class Notice], to be considered timely. **IF YOU DO NOT FULLY COMPLETE AND TIMELY SUBMIT A CLAIM FORM, YOU WILL BE INELIGIBLE TO RECEIVE ANY SETTLEMENT AWARD ALTHOUGH YOU WILL**

STILL BE BOUND BY THE SETTLEMENT TERMS, INCLUDING ANY AND ALL WAIVER OF CLAIMS UNLESS YOU EXCLUDE YOURSELF OUT OF THE SETTLEMENT AS PROVIDED BELOW. If you wish to participate in the Settlement but believe your workweek information and/or subclass placement is inaccurate, then you may follow the procedures outlined in Paragraph 3 of the Claim Form or object to the Settlement as described in Section III.C below. California law protects you from retaliation based on your decision to participate in the Settlement.

B. To Exclude 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 written request to the Claims Administrator (“Request for Exclusion”). Your Request for Exclusion must (1) identify this Settlement and state that you desire to be excluded from the Settlement, or words to that effect (*i.e.*, “I am requesting exclusion from the *Patterson et. al v. Phone Ware Inc. et. al.* class action settlement.”); (2) state your full name, address, and date of birth (3) be mailed to the Claims Administrator at the address below; (4) be postmarked on or before [45 days after mailing of Class Notice]. and (5) be signed. The Request for Exclusion must be mailed by First Class U.S. Mail or the equivalent to:

[CPT GROUP info]

The Request for Exclusion must be postmarked no later than [45 days after mailing of Class Notice]. If you submit an Request for Exclusion that is not postmarked by [45 days after mailing of Class Notice], your Request for Exclusion will be rejected and you will be bound by the release and all other Settlement terms. When mailing a Request for Exclusion do not use a postage meter as that may 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 Claims Administrator, no longer be a Phone Ware Sub-Class Member, shall be barred from participating in any portion of the Settlement, shall receive no benefits from the Settlement, and shall not be deemed to have relinquished the released claims against the Released Parties.

C. To Object to the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement, and you will not receive any portion of the Settlement amount unless you have submitted a valid and timely Claim Form. To object, you must submit a timely written objection and a notice of intention to appear at the Final Approval hearing to the Claims Administrator at the address set forth above in Section III(B).

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates you were employed by Phone Ware Defendants. To be valid and effective, any objections to approval of the Settlement must be submitted to the Claims Administrator and postmarked no later than [45 days after mailing of Class Notice]. **DO NOT TELEPHONE THE COURT.**

If you choose to object to the terms of the Settlement, you will continue as a Participating Phone Ware Sub-Class Member either *in propria persona* (meaning you choose to represent yourself) or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT BUT WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU MUST TIMELY FILE YOUR CLAIM FORM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, AND YOU DO NOT HAVE A TIMELY CLAIM FORM ON FILE, YOU WILL NOT RECEIVE A SETTLEMENT AWARD.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If and when the Court grants Final Approval of the Settlement, each and every Phone Ware Sub-Class Member who has not timely requested exclusion from the Settlement will release Phone Ware Defendants and the Release Parties from the released claims as described above. In other words, if you do not exclude yourself from the Settlement, you will be deemed to have entered into this release and to have released the above-described released claims. In addition, you will be barred from ever suing Phone Ware Defendants and the Released Parties with respect to the released claims covered by the Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 74 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on [REDACTED], at [REDACTED] to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Phone Ware Sub-Class Counsel's requested attorneys' fees and litigation costs, the administration costs, the PAGA payment to the LWDA, and the Enhancement Awards to be paid to the Phone Ware Sub-Class Representatives.

The hearing may be continued without further notice to Phone Ware Sub-Class Members. 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 Settlement Between Phone Ware Sub-Class Representatives and Phone Ware Defendants" which is on file with the Clerk of the Court. This document and the pleadings and other records in this Action may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court located at 330 West Broadway, San Diego, CA 92101.

If you want additional information about this lawsuit and its proceedings, you can contact Phone Ware Sub-Class Counsel:

Ashkan Shakouri, Esq.
SHAKOURI LAW FIRM
11601 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90025
Tel: 310-575-1827

Daniel Srourian, Esq.
SROURIAN LAW FIRM, P.C.
3435 Wilshire Blvd.

Suite 1710
Los Angeles, CA 90010
Tel: (310) 601-3131

**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 2

CLAIM FORM

Patterson, et al v. Phone Ware, Inc. et al
California Superior Court
County of San Diego
CASE NO. 37-2016-00021373-CU-OE-CTL

You must complete and timely return this Claim Form to be eligible for a Settlement Award. Incomplete and/or late Claim Forms will be rejected. You must complete, sign, date, and mail this Claim Form by first-class mail postmarked on or before [REDACTED], 2019, and addressed to the Claims Administrator at the following address in order to be eligible to receive a Settlement Award. Whether you are a current or former employee, your decision as to whether or not to submit this Claim Form will in no way affect your employment. Your current or former employer will not retaliate against you in any way for submitting a Claim Form in this Settlement.

MAIL TO:
[admin info]

INSTRUCTIONS

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

||||| Claim #
First, Last
c/o
Address1
Address2
City, State, Zip, Country

Name/Address Changes (if any):

[Optional] I can be reached by telephone at:

() _____
Area Code Work Telephone Number
() _____
Area Code Home Telephone Number

- (2) **Weeks Worked During Class Period:** According to Phone Ware, Inc., Bill Nassir and Hazel Nassir's ("Phone Ware Defendants") records, you are a Phone Ware Sub-Class Member. According to Phone Ware Defendants' records, you worked [REDACTED] workweeks during the relevant time period of June 23, 2012 to [PRELIMINARY APPROVAL DATE]. Assuming all Phone Ware Sub-Class Members participate in the Phone Ware Settlement and there are no changes to the number of weeks worked by them as a result of resolved disputes through the administration process, your individual share of the Settlement is estimated to be approximately \$ [REDACTED]. As stated in the accompanying Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice"), a percent of your Settlement Award will be paid as wages with standard withholdings and taxes taken out, and a percent will be paid lump-sum as 1099 income. Your actual share could be more or less depending on the final number of Phone Ware Sub-Class Members participating in the Phone Ware Settlement and the number of workweeks worked by each of them.
- (3) If you disagree with the number of workweeks stated in Paragraph (2) above, you may send a letter to the Claims Administrator, along with this completed Claim Form, indicating what you believe is correct. You must also send any documents or other information that supports your belief that the information set forth above is incorrect. Phone Ware Defendants' records will control unless you are able to provide documentation

with this Claim Form that establishes otherwise. If there is a dispute about whether Phone Ware Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator as described in the Class Notice that accompanies this Claim Form. Such a determination by the Claims Administrator will be final and binding with no opportunity for further appeal.

Please Note: A portion of all Settlement Awards is subject to taxation and will be reported to the IRS and state tax authorities. You will receive an IRS Form 1099-MISC and W-2 covering your Settlement Award. Phone Ware Defendants have your Social Security Number and your check will be issued by the Claims Administrator using your Social Security Number on record.

Taxpayer Identification Information:

Print name as shown on your income tax return if different from <<EmployeeName>>

Name: _____
(First) (Middle) (Last)

My signature below constitutes a full and complete release by me of Phone Ware, Inc., Bill Nassir, Hazel Nassir and Sophia Gonzalez-Smith and each of their respective former, present and future owners, parents, subsidiaries and affiliated corporations and entities, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers (including Hudson Insurance Group), legal representatives or any and all staffing agencies, including L.A. Leasing Inc. and Huyssen, Inc., that assigned Participating Phone Ware Sub-Class Members to work for Phone Ware Defendants ("Released Parties"), from all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Phone Ware Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Phone Ware Defendants, arising under the operative Complaint in this Action, including but not limited to, all claims under the California Labor Code and related orders of the California Industrial Welfare Commission and Business and Professions Code Section 17200, et. seq.

I make this release on behalf of myself, my heirs, spouses, executors, administrators, attorneys, agents and assigns, and fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Phone Ware Defendants or could have been litigated based on the facts and circumstances alleged in the Action against Phone Ware Defendants. The claims released shall include, but not necessarily be limited to, claims for: failure to pay regular and overtime wages, failure to compensate for all hours worked, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay wages of terminated or resigned employees, knowing and intentional failure to comply with itemized employee wage statement provisions, violations of the Unfair Competition Law, California Private Attorneys General Act, Labor Code, section 2699, et seq., waiting time penalties, fraudulent concealment of injuries, negligent misrepresentation, breach of contract, breach of implied good faith and fair dealing, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom.

I declare under penalty of perjury under the laws of the State of California that I am entitled to a Settlement Award for the Released Claims, and that the foregoing release is voluntary, true and correct.

(Sign your name here)

Date