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*Exempt from filing fees under
Government Code section 6103*

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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12
13 **THE PEOPLE OF THE STATE OF**
CALIFORNIA,
14
Plaintiff,
15
v.
16
AWESOMECALLS, INC.;
AWESOMECALLS TRADING, INC.;
17 **AWESOMECALLS, LLC; ANTHONY J.**
HAWORTH; AND DOES 1-100,
18 **INCLUSIVE,**
19
Defendants.
20

Case No. 21STCV04430

ASSIGNED FOR ALL PURPOSES TO:
Honorable Laura A. Seigle

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT OF PENALTIES AND
PERMANENT INJUNCTION;
[PROPOSED] FINAL JUDGMENT**

21
22 This Stipulation for Entry of Judgment of Penalties and Permanent Injunction (Stipulated
23 Judgment) is entered into by and between plaintiff People of the State of California and
24 defendants AwesomeCalls, Inc. (“AC”), AwesomeCalls Trading, Inc. (“ACT”), AwesomeCalls,
25 LLC (“ACL”), and Anthony J. Haworth (“Haworth”) (collectively, “Defendants”). Plaintiff and
26 Defendants are collectively referred to herein as the “Parties.”

27 **RECITALS**

28 A. The California Attorney General (“AG”), is authorized to enforce California’s

1 Securities Law (Corp. Code, § 25000, et seq.) (“CSL”) pursuant to Government Code section
2 12658, False Advertising Law (Bus. & Prof. Code, § 17500) (“FAL”) and Unfair Competition
3 Law (Bus. & Prof. Code, § 17200, et seq.) (“UCL”).

4 B. Defendant Haworth is an individual.

5 C. Defendants AC and ACT are California corporations.

6 D. Haworth was the chief executive officer, chief financial officer, shareholder and
7 director, and controlled the business of AC.

8 E. Haworth was the chief executive officer, secretary, chief financial officer, director,
9 shareholder and agent for service of process for, and controlled the business of ACT.

10 F. AC and ACT were dissolved in December 2020.

11 G. Defendant ACL was formed as a Puerto Rico limited liability company in 2020, and
12 ACL was registered in Montana on February 1, 2024. ACL has done business in California since
13 2020.

14 H. Haworth was and is president, secretary, vice-president, treasurer, assistant secretary,
15 assistant treasurer, and sole administrator, and controls the business of ACL.

16 I. Haworth, AC, ACT and ACL own, operate and manage or have owned, operated, or
17 managed the websites www.awesomecalls.com and www.awesomecallstrading.com and all social
18 media platforms associated with AC, ACT and ACL.

19 J. Since at least 2014, Defendants have marketed and sold daily, monthly, and annual
20 subscription memberships to the chatroom to consumers in California and throughout the United
21 States through their websites, www.awesomecalls.com and www.awesomecallstrading.com.

22 K. A key feature of the subscription memberships is access to the AwesomeCalls daily
23 chatroom in which Defendant Haworth and chatroom moderators provide real-time advice on
24 stock trades, including when and how to buy and sell recommended stocks based on actual
25 movements of the market.

26 L. Defendants advertise these memberships on their websites as well as online media
27 platforms such as YouTube and Twitter/X. Defendants represent that the subscription
28 membership will deliver “consistent profits” to customers who purchase a subscription to the

1 chatroom and who follow Haworth's stock trading advice.

2 M. Defendants' website and Haworth's @AJTrader7 Twitter/X account regularly feature
3 anecdotes about supposedly profitable trade recommendations and positive testimonials from
4 purported subscribers. However, by his own admission, Haworth is not a profitable day trader and
5 does not have a successful history of actual trading.

6 N. Neither Defendant Haworth, AC, ACT, ACL nor any affiliated moderator has applied
7 for or secured a certificate to conduct business as an investment adviser in California pursuant to
8 CSL section 25230 or under any other law.

9 O. Defendants have published customer testimonials on their website,
10 www.aweseomcallstrading.com.

11 P. Haworth has claimed that by following his investment advice and trades, paying
12 customers will make money.

13 Q. Haworth failed to disclose to customers that the California Department of Financial
14 Protection and Innovation ("DFPI") issued an order barring him from any position of
15 employment, management or control of any escrow agent effective December 18, 2007 ("DFPI
16 Order").

17 R. On May 21, 2021, the AG, on behalf of the People, filed the initial Complaint in this
18 action against Defendants AC, ACT and Haworth for violating the CSL by giving investment
19 advice for money without a license to do so.

20 S. On October 22, 2021, the AG, on behalf of the People, filed their First Amended
21 Complaint against Defendants AC, ACT and Haworth, as well as Defendant ACL, to address
22 Defendants' violations of the CSL, FAL and UCL.

23 T. On June 2, 2023, the AG, on behalf of the People, filed their Second Amended
24 Complaint against Defendants AC, ACT, Haworth, and ACL to correct certain factual allegations,
25 but otherwise repeating the allegations in their First Amended Complaint that Defendants violated
26 the CSL, FAL and UCL by:

- 27 1. Giving investment advice for money without a license to do so;

28

- 1 2. Publishing misleading advertisements about the accuracy of Defendants’
2 investment advice;
- 3 3. Publishing misleading advertisements regarding the amount of money that could
4 be made by following Defendants’ investment advice;
- 5 4. Publishing customer testimonials regarding the quality of Defendants’ investment
6 advice;
- 7 5. Publishing past stock picks made by Defendants; and
- 8 6. Failing to disclose the DFPI order to customers.

9 U. An order granting the People’s Motion for Summary Adjudication on the First and
10 Second Causes of Action for violations of the CSL was entered on July 28, 2023.

11 V. An order granting the People’s Motion for Summary Adjudication on the Fourth
12 Cause of Action for violation of the UCL and denying People’s Motion for Summary
13 Adjudication on the Third Cause of Action for violation of the FAL was entered on December 17,
14 2024.

15 W. After arms-length negotiations, the Parties have entered into a settlement agreement
16 by way of this Stipulated Judgment in a good faith effort to avoid the uncertainty and expense of
17 protracted litigation.

18 X. Haworth represents that he has full authority to bind AC, ACT and ACL to this
19 Stipulated Judgment.

20 **TERMS**

21 THEREFORE, in consideration of the foregoing, and pursuant to the terms and conditions
22 set forth herein, the People and Defendants hereby agree and stipulate as follows:

23 **1. JURISDICTION**

24 The Superior Court of California, County of Los Angeles, has jurisdiction over the subject
25 matter of this action and personal jurisdiction over the Parties to this Stipulated Judgment.

26 **2. SETTLEMENT OF DISPUTED CLAIMS**

27 Defendants do not admit to any of the violations the Court found in its July 28, 2023, or
28 December 17, 2024, MSA orders, or alleged in the People’s Second Amended Complaint and

1 mentioned in this Stipulated Judgment, and expressly deny liability for any and all claims made
2 in, or related to, the Second Amended Complaint in this matter. The Parties expressly
3 acknowledge that this Stipulated Judgment is the compromise of disputed claims. Defendants
4 agree to the terms of this Stipulated Judgment, and they voluntarily consent to the entry by this
5 Court of a Final Judgment of Penalties and Permanent Injunction and waive any defenses to the
6 Second Amended Complaint, and waive any rights to appeal the Court's MSA orders. Attached
7 here as **Exhibit A** is the proposed Final Judgment.

8 **3. SETTLEMENT PAYMENTS AND MONETARY LIABILITY**

9 As a matter of compromise, the People agree to accept, and Defendants agree to pay, the
10 following penalties amount in the following manner in full and final settlement of the Matters
11 Covered and Released Claims (identified below):

12 a. Penalties of \$750,000 (seven hundred fifty thousand dollars) are assessed
13 against Defendants under Government Code section 12660.

14 b. Defendants shall pay penalties of \$750,000 (seven hundred fifty thousand
15 dollars) to the People according to the following payment schedule:

16 i. Defendants shall pay \$60,000 (sixty thousand dollars) on or before
17 November 1, 2025.

18 ii. Defendants shall pay \$60,000 (sixty thousand dollars) on or before May 1,
19 2026.

20 iii. Defendants shall pay \$120,000 (one hundred twenty thousand dollars) on
21 or before May 1, 2027.

22 iv. Defendants shall pay \$120,000 (one hundred twenty thousand dollars) on
23 or before May 1, 2028.

24 v. Defendants shall pay \$120,000 (one hundred twenty thousand dollars) on
25 or before May 1, 2029.

26 vi. Defendants shall pay \$120,000 (one hundred twenty thousand dollars) on
27 or before May 1, 2030.

28 vii. Defendants shall pay \$120,000 (one hundred twenty thousand dollars) on

1 or before May 1, 2031.

2 viii. Defendants shall pay \$30,000 (thirty thousand dollars) on or before May 1,
3 2032.

4 c. Early payment of the penalties amount will not be considered a breach of the
5 terms of this Stipulated Judgment, or a waiver of any other terms of this Stipulated Judgment.
6 There shall be no prepayment penalty.

7 d. Each penalties payment shall be made by check payable to the **California**
8 **Department of Justice**, and mailed to:

9 **California Department of Justice**
10 **Accounting Office**
11 **Attn: Cashiering Unit**
12 **P.O. Box 944255**
13 **Sacramento, CA 94244-2550**

14 Each check shall bear on its face the Attorney General docket number of this case,
15 SA2021600305. A photocopy of each check shall be sent at the same time by U.S. Mail to Scott
16 E. Torguson, Office of the Attorney General, P.O. Box 944255, Sacramento, CA 94244-2550,
17 and by email to Scott.Torguson@doj.ca.gov, Demetria.Gabrielli@doj.ca.gov, and
18 Darren.Winney@doj.ca.gov.

19 4. PERMANENT INJUNCTION AND PROHIBITED CONDUCT

20 Defendants shall be and hereby are permanently enjoined and restrained, under California
21 Government Code section 12658, subdivision (a), and Business and Professions Code section
22 17203, from directly or indirectly engaging in, committing, aiding and abetting, substantially
23 assisting others or as a control person performing, by any means whatsoever, any of the following
24 acts or practices:

25 a. Violating Corporations Code section 25235 by posting or publishing customer
26 testimonials on Defendants' websites and social media accounts. Defendants shall remove all
27 customer testimonials from their websites and social media accounts and be enjoined from
28 publishing customer testimonials in the future.

b. Violating Corporations Code section 25235 by posting past specific investment

1 and stock trading recommendations on Defendants' websites and social media accounts.

2 Defendants shall remove all past specific investment and stock trading recommendations from
3 their websites and social media accounts and be enjoined from publishing such past specific
4 recommendations in the future.

5 c. Violating Corporations Code section 25235 by referencing Defendant Anthony
6 J. Haworth's trading success on Defendants' websites, podcasts, and social media accounts.

7 Defendants shall remove all references to Defendant Haworth's trading success from their
8 websites and social media accounts and be enjoined from publishing references to Defendant
9 Haworth's trading success in the future, including on Defendants' websites and social media
10 accounts and in any interviews, podcasts, or other non-written media.

11 d. Violating Corporations Code section 25235 by referencing how much money
12 can be made by following Defendants' advice. Defendants shall remove all references to how
13 much money can be made by following Defendants' advice from their websites and social media
14 accounts and be enjoined from publishing references to how much money can be made from
15 following Defendants' advice in the future.

16 e. Violating Corporations Code section 25235 by referencing the accuracy of
17 Defendants' stock picks on Defendants' websites and social media accounts. Defendants shall
18 remove from their websites and social media accounts all references to the accuracy of their stock
19 picks and shall be enjoined from publishing references about the accuracy of Defendants' stock
20 picks in the future.

21 f. Violating Corporations Code section 25235 by failing to disclose Defendant
22 Haworth's debarment from the escrow industry by the State of California. Defendants shall
23 disclose, prominently on Defendants' websites and social media accounts, that Defendant
24 Haworth was debarred from the escrow industry by the State of California and include a link to
25 the order of debarment.

26 g. Violating Corporations Code section 25230 by giving personalized investment
27 advice, as defined in Corporations Code section 25009, subdivision (a), without an investment
28 adviser license. Defendants shall be enjoined from giving personalized investment advice,

1 including answering questions from chatroom subscribers about specific stocks and telling or
2 encouraging chatroom subscribers to make specific stock trades.

3 h. Violating Corporations Code section 25230 by giving investment advice that is
4 timed to the stock market. Defendants shall be enjoined from giving investment advice that is
5 timed to the stock market, including but not limited to giving advice during the trading day to buy
6 or sell stocks at a particular time [and sharing a trade screen for the purpose of having chatroom
7 subscribers follow live trades or discussing current movement of the stock market].

8 i. Violating the Corporate Securities Law of 1968 (CSL), the Unfair Competition
9 Law (UCL), the False Advertising Law (FAL), and any other laws, statutes, and regulations.
10 Defendants shall be enjoined, generally, from any further violations of the CSL, UCL, and FAL.

11 j. Defendants shall give the Attorney General and his or her deputies,
12 investigators, and any other delegated personnel permanent, ongoing access to Defendants'
13 chatroom for the purpose of monitoring Defendants' compliance with the permanent injunction.

14 If Defendants cease operating and doing business in California, then Defendants shall
15 request that the Court modify the Stipulated Judgment and Final Judgment by filing a motion,
16 which shall include evidence that Defendants have ceased operating and doing business in
17 California. The motion shall explain why modification of the terms of the Stipulated Judgment
18 and Final Judgment is necessary. Any modifications to the Stipulated Judgment and Final
19 Judgment on that basis that Defendants have ceased operating and doing business in California
20 shall include a requirement that Defendants implement a filter on their websites so that California
21 residents cannot sign up for any of their services. Current subscribers must be vetted to exclude
22 and refund (as appropriate) any California subscribers.

23 If Defendants register for and obtain a California Investment Adviser certificate, then
24 Defendants shall request that the Court modify the Stipulated Judgment and Final Judgment by
25 filing a motion, which shall include evidence of Defendants Investment Adviser registration and
26 certificate and explain why modification of the terms of the Stipulated Judgment and Final
27 Judgment is necessary.

28 In connection with this action, and to ensure compliance with the permanent injunction,

1 Defendants shall submit to an interview by the Attorney General's staff at such reasonable time as
2 the staff requests upon reasonable notice.

3 **5. JOINT AND SEVERAL LIABILITY**

4 Defendants' obligations under this Stipulated Judgment and the Final Judgment are joint
5 and several.

6 **6. DISPUTES CONCERNING PERFORMANCE; COMPLIANCE AND**
7 **SATISFACTION BY DEFENDANTS**

8 a. If Defendants fail to make any installment payments set forth in Section 3 of this
9 Stipulated Judgment in a timely manner, the ENTIRE balance owed will become due and payable
10 immediately, unless Defendants cure the delinquent payment within five (5) days after the People
11 have given written notice of the missed payment. Pursuant to Code of Civil Procedure section
12 685.010, subsection (a)(1), interest shall accrue thereafter on the balance owed at the rate of 10
13 percent per annum and shall be added to the penalties amount due and owing.

14 b. In the event any installment payment specified in Section 3 is not timely paid, the
15 People shall apply to the Court to amend the Judgment to reflect that the entire amount of
16 penalties is due and owing and that interest pursuant to Code of Civil Procedure section 685.010
17 shall accrue and be added to the remaining unpaid penalty amount. The application to the Court
18 shall be by way of written declaration which shall specify that (1) Defendants failed to make a
19 timely payment; (2) written notice of Defendants' failure to timely make the payment was sent,
20 via electronic mail, to Defendants' counsel, Michael Freedman; and (3) five days have elapsed
21 since said notice was sent and that the People have not received payment. Upon application
22 setting forth Defendants' failure to make a payment after five days written notice, Defendants
23 shall have the opportunity to file a memorandum and declaration in opposition to the application
24 within ten days of receipt of the application. If the Court determines that the payment was not
25 timely, the Court shall enter an Amended Judgment reflecting that the entire penalty amount, less
26 any credit given to Defendants for payments actually made, is due and that interest at the rate of
27 10 percent per annum shall accrue and be added to the penalty amount.

28 c. Either Party to this Stipulated Judgment may file a noticed motion before this

1 Court to show a violation of the terms of the Stipulated Judgment and Final Judgment and/or to
2 enforce its terms, including the permanent injunction terms specified in Section 4. Before either
3 Party files such a motion, they agree to meet and confer in person, by video conference, or by
4 telephone with the other party through counsel (if any), in accordance with Local Rules and the
5 California Rules of Court to attempt to resolve the dispute, unless there is an immediate threat of
6 financial harm or irreparable injury to the public, in which case a Party may seek relief through an
7 ex parte application with proper notice. Defendants may be subject to additional penalties or
8 other remedies if the Court concludes they have violated any of the permanent injunction terms
9 specified in Section 4.

10 d. The People shall be entitled to an award of reasonable attorneys' fees and costs
11 incurred should the People prevail in any application or motion to enforce the Stipulated
12 Judgment and Final Judgment.

13 7. COMMUNICATIONS AND NOTICES

14 Unless otherwise specified herein, all communications regarding the Stipulated Judgment
15 and Final Judgment and notices of applications, motions, or other legal actions shall be provided
16 to the Parties as follows:

17 Counsel for the People:

18 Scott E. Torguson
19 Deputy Attorney General
20 Office of the California Attorney General
21 P.O. Box 944255
22 Sacramento, CA 94244-2550
23 Scott.Torguson@doj.ca.gov
24 (916) 210-6501

25 Counsel for Defendants

26 Michael G. Freedman
27 The Freedman Law Firm, PC
28 1801 Century Park East, Suite 450
Los Angeles, CA 90067
michael@thefreedmanfirm.com
(310) 285-2210

The Parties and their counsel are responsible for notifying each other of any change of
counsel and change of address, email address, or phone number.

1 **8. MATTERS COVERED**

2 This Stipulated Judgment is intended to resolve all allegations and claims raised in the
3 People’s Second Amended Complaint in this matter and any related claims which could have
4 been asserted against the Defendants up to and including June 30, 2025. The Parties hereby
5 acknowledge and agree that this Stipulated Judgment is intended to constitute full, final, and
6 complete resolution of this matter between the Parties for the claims made in the Second
7 Amended Complaint.

8 **9. RELEASED CLAIMS**

9 The following are referred to herein as “Released Claims.”

10 a. Defendants’ Release of Plaintiff

11 Except as otherwise provided in this Stipulated Judgment and Final Judgment, Defendants,
12 and each of them, and all of their related successors and assignees, hereby release plaintiff People
13 of the State of California and all of its officers, employees, attorneys, agents, representatives,
14 and/or assignees, from any and all claims, demands, debts, losses, obligations, liabilities,
15 attorneys fees, costs, expenses, rights and causes of action, of any kind or character whatsoever,
16 whether known or unknown, suspected or unsuspected, which they have or may have had against
17 plaintiff the People of the State of California with regard to or arising from Matters Covered as
18 of June 30, 2025.

19 b. Plaintiff’s Release of Defendants

20 Except as otherwise provided in this Stipulated Judgment and Final Judgment, plaintiff
21 People of the State of California, and all of its related successors and assignees, hereby release
22 Defendants, and all of their attorneys, agents, representatives, trustees, and/or assignees, from any
23 and all claims, demands, debts, losses, obligations, liabilities, attorneys fees, costs, expenses,
24 rights, and causes of action, of any kind or character whatsoever, whether known or unknown,
25 suspected or unsuspected, which it has or may have had against Defendants, and each of them,
26 with regard to or arising from Matters Covered as of June 30, 2025.

1 **10. RESERVATION OF RIGHTS; NO RELEASE OF SUBSEQUENT OR NEW**
2 **VIOLATIONS**

3 The People and Defendants reserve their respective rights to initiate judicial or other action
4 against each other for any and all claims besides Matters Covered or Released Claims in this
5 Stipulated Judgment and the Final Judgment. Nothing in this Stipulated Judgment or the Final
6 Judgment shall constitute or be construed as a satisfaction or release from liability for any law
7 violations or claims arising as a result of past, current, or future operations, conduct, acts, or
8 practices of the Defendant that are not Matters Covered or Released Claims in this Stipulated
9 Judgment and the Final Judgment. Nothing herein is intended or shall be construed as a waiver of
10 the People’s right to initiate an action to compel compliance with this Stipulated Judgment and
11 the Final Judgment as provided herein.

12 **11. STIPULATED JUDGMENT AND FINAL JUDGMENT DO NOT BIND ANY**
13 **OTHER GOVERNMENTAL ENTITY**

14 This Stipulated Judgment and the Final Judgment are made and entered into by the
15 California Attorney General on behalf of the People of the State of California only as to the
16 Matters Covered and Released Claims. Except as to the Matters Covered and Released Claims,
17 nothing in this Stipulated Judgment and the Final Judgment is intended or shall be construed to
18 preclude the Attorney General from exercising his or her authority as an independent
19 constitutional officer under any law, statute, or regulation. The parties acknowledge and agree
20 that nothing contained in this Stipulated Judgment or the Final Judgment shall operate to limit the
21 Attorney General’s ability to investigate and prosecute violations of the California Corporate
22 Securities Law of 1968, the Unfair Competition Law, the False Advertising Law, or any other law
23 not addressed herein. Nothing in this Stipulated Judgment or the Final Judgment is intended or
24 shall be construed to preclude any local, state, or federal agency, board, department, office,
25 commission, or entity from exercising its authority under any law, statute, regulation, or
26 ordinance. Nothing shall prevent the Attorney General from assisting any other local, state, or
27 federal agency, board, department, office, commission, or entity with any prosecution,
28 administrative, civil or criminal, brought by any such agency against any of the Defendants

1 concerning violations alleged herein or otherwise. Notwithstanding, the Stipulated Judgment and
2 Final Judge remain a complete resolution regarding the action initiated against the Defendants
3 arising from the Second Amended Complaint. Defendants further agree and acknowledge that
4 nothing in this Stipulated Judgment or in the Final Judgment in this matter shall bind or otherwise
5 prevent any other local, state, or federal agency, board, department, office, commission, or entity
6 from the performance of its duties.

7 **12. PLAINTIFF IS NOT LIABLE**

8 Plaintiff the People of the State of California shall not be liable for any injury or damage to
9 persons or property resulting from acts or omissions by Defendants, their employees, agents,
10 representatives, or contractors in carrying out or complying with the terms of this Stipulated
11 Judgment and the Final Judgment, nor shall the People be held as parties to or guarantors of any
12 contract entered into by or on behalf of Defendants in carrying out or complying with the terms
13 and obligations specified in this Stipulated Judgment and the Final Judgment.

14 **13. NO WAIVER OF RIGHT TO ENFORCE**

15 The failure of the People to enforce any provision or term of the Stipulated Judgment or
16 Final Judgment shall in no way be deemed a waiver of such provision or term, or in any way
17 affect the validity of the Stipulated Judgment and Final Judgment. The failure of the People to
18 enforce any such provision or term shall not preclude it from later enforcing the same or any other
19 provision or term of the Stipulated Judgment or Final Judgment. Notwithstanding the foregoing,
20 Defendants shall be entitled to the benefit of any and all available defenses.

21 **14. CONTINUING JURISDICTION**

22 This Court shall retain jurisdiction for the purpose of enabling any Party to the Stipulated
23 Judgment and Final Judgment to apply to the Court at any time for such further orders and
24 directions as may be necessary or appropriate for the interpretation and construction of the terms
25 of this Stipulated Judgment and Final Judgment, for the modification of any of the injunctive
26 provisions, for implementation of and enforcement of compliance with the terms and conditions
27 of the Stipulated Judgment and Final Judgment, and for the punishment of violations, if any.
28

1 **15. INTERPRETATION**

2 This Stipulated Judgment shall be deemed to have been drafted equally by the Parties and
3 shall not be interpreted for or against either Party on the ground that any such Party drafted it.
4 Accordingly, the Parties hereby agree that any and all rules of construction to the effect that
5 ambiguity is construed against the drafting Party shall be inapplicable in any dispute concerning
6 the terms, meaning or interpretation of this Stipulated Judgment and Final Judgment. This
7 stipulation shall be governed by the laws of the State of California.

8 **16. INTEGRATION**

9 This Stipulated Judgment and the Final Judgment contain all of the terms and conditions
10 agreed upon by the Parties relating to the Matters Covered by this Stipulated Judgment, and
11 supersedes any and all prior and contemporaneous agreements, negotiations, correspondence,
12 understandings, and communications of the Parties, whether oral or written, respecting the
13 matters covered by this Stipulated Judgment. This Stipulated Judgment and the Final Judgment
14 may be amended or modified only by a writing signed by the Parties or their authorized
15 representatives and by order of the Court.

16 **17. PAYMENT OF EXPENSES AND FEES**

17 Except as specified in Section 5, subsection (d), each party agrees to bear their own
18 attorneys' fees, expert fees, and costs associated with this litigation and the Matters Covered
19 incurred up to and including the date of entry of the Stipulated Judgment and the Final Judgment.

20 **18. COUNTERPART SIGNATURES**

21 This Stipulated Judgment may be executed in counterpart originals with the same force and
22 effect as if fully and simultaneously executed as a single, original document. Electronic
23 signatures shall be deemed originals.

24 **19. WAIVER OF APPEAL RIGHT AND RESERVATION OF RIGHT TO**
25 **APPEAL COLLATERAL ORDERS**

26 The Parties agree to waive their right to appeal from this Stipulated Judgment and the Final
27 Judgment. No further action, liability, or consequence shall result from the Second Amended
28

1 Complaint. However, nothing in this Stipulated Judgment or the Final Judgment shall be
2 construed as a waiver of any Party's right to appeal from an order that arises from an action to
3 enforce the terms of this Stipulated Judgment or the Final Judgment.

4 **20. EFFECTIVE DATE**

5 The effective date of this Stipulated Judgment and the Final Judgment shall be the date that
6 they are endorsed-filed/entered as a judgment by the Clerk of the Court. The Court may enter the
7 Final Judgment at any time without further notice to Defendants or a hearing.

8 **21. AUTHORITY TO EXECUTE**


9 Each Party to this Stipulated Judgment represents and warrants that the person who has
10 signed this Stipulated Judgment on its behalf is duly authorized to enter into this Stipulated
11 Judgment and to bind that Party to the terms and conditions of this Stipulated Judgment.

12
13 IT IS SO STIPULATED.

14 **For Plaintiff People of**
15 **the State of California**


ROB BONTA
Attorney General of California

16 Dated: June27, 2025

17 
18 _____
19 Scott E. Torguson
20 Deputy Attorney General
21 Attorneys for Plaintiff


22 **For Defendants AwesomeCalls,**
23 **Inc., AwesomeCalls Trading,**
24 **Inc., AwesomeCalls, LLC, and**
25 **Anthony J. Haworth**

26 Dated: July 1, 2025

27 
28 _____
Anthony J. Haworth (Jul 1, 2025 06:18 PDT)
Anthony J. Haworth

Approved as to form:

Dated: June 28, 2025



Michael G. Freedman

DECLARATION OF SERVICE BY CASEANYWHERE

Case Name: **People of the State of California v. AwesomeCalls, Inc., et al.**
Case No.: **21STCV04430**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. My business address is: 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550. My electronic service address is Steven.Ngo@doj.ca.gov.

On July 2, 2025, I served the attached:

STIPULATION FOR ENTRY OF FINAL JUDGMENT OF PENALTIES AND PERMANENT INJUNCTION; [PROPOSED] FINAL JUDGMENT

by transmitting a true copy via CaseAnywhere, addressed as follows:

Michael G. Freedman
THE FREEDMAN FIRM PC
E-mail Address:
Michael@thefreedmanfirm.com

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on July 2, 2025, at Sacramento, California.

Steven Ngo
Declarant

/s/ Steven Ngo
Signature