

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

*Pacific Bell Wage and Hour Cases, Case No. JCCP5017*

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Pacific Bell Telephone Company and AT&T Services, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Defendants’ former employees of Defendants Steven Leggins, Fernando Lopez, David Herrera, and Alexander Hernandez (“Plaintiffs”) and seeks payment of (1) back wages, unreimbursed business expenses, penalties, and other relief for a class of non-exempt employees who worked for Defendants in a Technician job title during the Class Period (July 7, 2011, to June 13, 2023) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants in a Technician job title during the PAGA Period (June 3, 2014 to June 13, 2023) (“Aggrieved Employees”).

Defendants and Plaintiffs have entered into a Class Action and Private Attorney General Act (PAGA) Settlement Agreement (“Class Action and PAGA Settlement Agreement”). The proposed Class Action and PAGA Settlement Agreement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and fund Individual PAGA payments to aggrieved employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$Class Amount>> (less withholding) and your Individual PAGA Payment is estimated to be <<\$PAGA Amount>>**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked <<Workweeks>> Workweeks** during the Class Period and **you worked <<Pay Periods>> Pay Periods** during the PAGA Period. (Please note that if you participated in the *Jason Hudson v. Pacific Bell Telephone Company* (Sacramento Superior Court, Case No. 34-2016-00202203-CU-OE-GDS) settlement in 2019, the estimates in this paragraph exclude any Workweeks and Pay Periods covered by the *Hudson* settlement for work performed as a Premises Technician between October 24, 2012, and March 8, 2019. Because the Company has already paid these settlement payments—and received releases for those specific claims, the workweeks for that period will not be included in the compensation distributed in this Class Action and PAGA Settlement.) If you believe that you worked

more Workweeks or Pay Periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Class Action and PAGA Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Class Action and PAGA Settlement and how much of the Class Action and PAGA Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Class Action and PAGA Settlement and requires Class Members, Aggrieved Employees, and the State of California to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Class Action and PAGA Settlement.

**Option 1 Do Nothing.** You don't have to do anything to participate in the proposed Class Action and PAGA Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert any claims covered by this Class Action and PAGA Settlement, which are identified in **Sections 3.9–3.10** of this Notice ("Released Claims").

**Option 2 Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue those Class Period wage claims identified in **Section 3.9** of this Notice against Defendants. If you are an Aggrieved Employee, you will also remain eligible for an Individual PAGA Payment, as you cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Class Action and PAGA Settlement.**

#### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, and will receive a check for your Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert Released Claims.
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<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is August 23, 2023</b></p>	<p>If you don't want to fully participate in the proposed Class Action and PAGA Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See <b>Section 6</b> of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue those claims identified in <b>Section 3.10</b> of this Notice.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by August 23, 2023</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Action and PAGA Settlement. The Court's decision whether to finally approve the Class Action and PAGA Settlement will include a determination of how much will be paid to Class Counsel and the Class Representatives who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Class Representatives, but every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or the Class Representatives if you think they are unreasonable. See <b>Section 7</b> of this Notice.</p>
<p><b>You Can Participate in the October 3, 2023 Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on <b>October 3, 2023</b>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Action and PAGA Settlement at the Final Approval Hearing. See <b>Section 8</b> of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by August 23, 2023</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <b>August 23, 2023</b>. See <b>Section 4</b> of this Notice.</p>

**1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former employees of Defendants. The Action alleges that Defendants violated California labor laws by failing to (1) pay for all hours worked; (2) provide legally compliant meal

periods, or compensation in lieu thereof; (3) provide legally compliant rest periods, or compensation in lieu thereof; (4) timely pay all final wages; (5) furnish written, accurate, itemized wage statements; (6) maintain accurate records; and (7) reimburse necessary business expenses. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) and California’s Unfair Competition Law (Business & Professions Code §§ 17200, et seq.). Plaintiffs are represented by the following attorneys in the Action (“Class Counsel.”):

<p><b>CLARK LAW GROUP</b>  R. Craig Clark  cclark@clarklawyers.com  Alicja Urtnowski  aurtnowski@clarklawyers.com  3258 Fourth Avenue  San Diego, CA 92103  Phone: (619) 239-1321</p>	<p><b>SETAREH LAW GROUP</b>  Shaun Setareh  shaun@setarehlaw.com  William M. Pao  william@setarehlaw.com  9655 Wilshire Blvd., Ste. 430  Beverly Hills, CA 90212  Phone: (310) 888-7771</p>	<p><b>RIGHETTI GLUGOSKI, P.C.</b>  Matthew Righetti  matt@righettilaw.com  John Glugoski  jglugoski@righettilaw.com  220 Halleck Street  San Francisco, CA 94129  Phone: (415) 983-0900</p>
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Defendants strongly deny these claims and contend they complied with all applicable laws.

**2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants negotiated an end to the case by agreement (settled the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Class Action and PAGA Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Class Action and PAGA Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Class Action and PAGA Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Class Action and PAGA Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Class Action and PAGA Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

**3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendants have agreed to pay \$12,100,000 as the Gross Settlement Amount (“Gross Settlement”), which includes payments Defendants made through the Individual Settlement Program they initiated in December 2022 offering to settle claims. Defendants have agreed to deposit the remaining funds comprising the Gross Settlement (*i.e.* \$9,913,402) into an account controlled by the Administrator of the Class Action and PAGA Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor

and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 23 days after the Court grants Final Approval. The Judgment will then be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Class Action and PAGA Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. Defendants have already paid \$2,186,598 to the approximately 50% of Class Members who accepted and cashed the ISP check to settle their individual claims. They will not receive any additional compensation for those damages from this settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following additional deductions from the remaining Gross Settlement Amount (*i.e.* \$9,913,402), the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$4,033,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$200,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$15,000 to each Class Representative Plaintiff as a court approved Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$70,000 to the Administrator for services administering the Class Action and PAGA Settlement.
  - D. Up to \$300,000 for PAGA Penalties, allocated 75% (\$225,000) to the LWDA PAGA Payment and 25% (\$75,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections

3. Net Settlement Distributed to Class Members. Again, Defendants have already paid approximately \$2,186,598 to certain Class Members through their Individual Settlement Program. After making the above deductions from the remaining Gross Settlement Amount (*i.e.* \$9,913,402) in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their eligible Class Period Workweeks and whether they participated in Defendants’ Individual Settlement Program.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion.

The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Class Action and PAGA Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Class Action and PAGA Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **August 23, 2023**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **August 23, 2023** Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement portion of the Class Action and PAGA Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue those Class Period claims identified in **Section 3.9** of this Notice against Defendants.

You cannot opt-out of the PAGA portion of the Class Action and PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right (if any) to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Class Action and PAGA Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Class Action and PAGA Settlement will be void: Defendants will not pay any additional money and Class Members will not release any claims against Defendants. However, anyone who participated in Defendants' Individual Settlement Program may remain bound by his or her release of claims through that Program.

8. Administrator. The Court has appointed a neutral company, Atticus Administration (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, Pay Periods, and Individual Settlement Program Participation; mail and re- mail settlement checks and tax forms; and perform other tasks necessary to administer the Class Action and PAGA Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
  
9. Participating Class Members’ Release. After Defendants have fully funded the Gross Settlement (including by paying any employer payroll taxes as allocated in **Section 3.4** above) and Judgment is final, all Participating Class Members will be legally barred from asserting any of the claims released under the Class Action and PAGA Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any of Defendants’ present and former parents, subsidiaries, successors, and affiliated companies or entities, and their respective directors, employees, officers, partners, shareholders, owners, agents, attorneys, insurers, and assigns (collectively, “Released Parties”) for the claims covered by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the Class Period. This includes, but is not limited to, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee’s regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay; (d) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; and (e) any and all claims for recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

10. Aggrieved Employees’ PAGA Release. After Defendants have fully funded the Gross Settlement (including by paying any employer payroll taxes as allocated in **Section 3.4** above) and Judgment is final, the State of California—and, by extension, all Aggrieved Employees, whether or not they exclude themselves from the Class Action and PAGA

Settlement—will be barred from asserting PAGA claims against Defendants. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants, or any other Released Parties (as defined above) based on the PAGA Period facts alleged in the Action and resolved by this Class Action and PAGA Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

In consideration of the PAGA Settlement Amount, Plaintiffs Leggins, Lopez, Herrera, and Hernandez—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

11. Other Actions Potentially Impacted by Settlement. Plaintiffs and Defendants also represent that they are aware of the following pending matters asserting claims that may or will be extinguished or affected by the Class Action and PAGA Settlement:

- *Dave Meza v. Pacific Bell Telephone Company*, Kern County Superior Court, Case No. BCV-15-101572;
- *Garcia v. Pacific Bell Telephone Company*, Tulare County Superior Court, Case No. VCU276232;
- *Joy Macopson v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case No. 22STCV13800;
- *Jones v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case No. 22STCV29492; and
- *Jones v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case No. 22STCV35974.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows:



*First*, Participating Class Members who negotiated (i.e., cashed or deposited) the ISP check representing his or her Individual Settlement Share will be allocated a flat sum of \$50 from the Net Settlement Amount. This amount is in addition to the Individual Settlement Share the Participating Class Member who participated in the Individual Settlement Program already received.

*Second*, Participating Class Members who did not negotiate the check representing his or her Individual Settlement Share will be allocated a *pro rata* share of the Net Settlement Amount remaining after the flat sum allocation specified above based on the number of Workweeks that he or she worked in a Technician role for Defendants during the Class Period—with a guaranteed minimum payment of \$150.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$75,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Effect of Hudson Settlement. Some Participating Class Members have already released claims in connection with settlement payments they received in a case entitled *Jason Hudson v. Pacific Bell Telephone Company* (Case No. 34-2016-00202203-CU-OE-GDS) (“*Hudson Settlement*”). The *Hudson Settlement* payments were premised on work performed as a Premises Technician between October 24, 2012, and March 8, 2019. Because the Company has already paid these settlement payments—and received releases for claims that arose during the *Hudson* class period—the calculation of:
  - (a) The Individual Class Payment for any Participating Class Member who participated in the *Hudson Settlement* will exclude any Workweeks between October 24, 2012, through March 8, 2019, in which the Participating Class Member worked as a Premises Technician for Defendants in California; *and*
  - (b) The Individual PAGA Payment for any Aggrieved Employee will exclude any PAGA Pay Periods between October 24, 2012, through March 8, 2019, in which the Aggrieved Employee worked as a Premises Technician for Defendants in California.
4. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until August 23, 2023 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period

challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement portion of the Class Action and PAGA Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Pacific Bell Wage and Hour Cases*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by August 23, 2023, or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Class Action and PAGA Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Class Action and PAGA Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [www.PacBellClassAction.com](http://www.PacBellClassAction.com) or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Class Action and PAGA Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending

written objections to the Administrator is August 23, 2023. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Pacific Bell Wage and Hour Cases*, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. **Section 9** of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don’t have to, attend the Final Approval Hearing on October 3, 2023 at 10:00 a.m. in Department 15 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Class Action and PAGA Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website [www.PacBellClassAction.com](http://www.PacBellClassAction.com) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Class Action and PAGA Settlement. The easiest way to read the Agreement, the Judgment or any other Class Action and PAGA Settlement documents is to go to the Administrator’s website at [www.PacBellClassAction.com](http://www.PacBellClassAction.com). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. JCCP5017. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

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Settlement  
Administrator:

**PACIFIC BELL WAGE & HOUR CASES**

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P.O. Box 64053  
Saint Paul, MN 55164  
Phone: 1-888-252-2925  
Fax: 1-888-326-6411  
E-Mail: PacBellClassAction@atticusadmin.com

**10. WHAT IF I LOSE MY SETTLEMENT CHECK**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund ([https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html)) for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.