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Attorney for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SAMUEL WALLACK, MIGUEL GARCIA,
MARBELLA BALTAZAR, GONZALO
NURENA, JONNY DAGHER, and SEAN
VOIGHT, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY SERVICES LLC,

Defendant.

CASE NO. CIVSB2117915

**CLASS ACTION AND PAGA
SETTLEMENT**

Dept.: S-26
Judge: HON. DAVID COHN
Action Filed: June 22, 2021
Trial Date: Not set

1 To the California Labor and Workforce Development Agency:

2 PLEASE TAKE NOTICE that the parties to this wage-and-hour class action have settled
3 the case, which includes settlement of a derivative Labor Code Private Attorneys General Act
4 ("PAGA") claim. In accordance with PAGA, Cal. Lab. Code § 2699(1)(2), Samuel Wallack,
5 Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher and Sean Voight ("Plaintiffs")
6 provides this notice to the LWDA and attaches a copy of the parties' Settlement Agreement.

7 If you have any questions about this notice of the enclosed materials, please contact counsel
8 for Plaintiffs, as provided below:

9
10 Edward Wynne
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ewynne@wynnelawfirm.com

15 Dated: August 11, 2021

16 Edward Wynne
17 WYNNE LAW FIRM

18 By: 

19 Edward Wynne

20 Attorneys for Plaintiffs

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SAMUEL WALLACK, MIGUEL GARCIA,
MARBELLA BALTAZAR, GONZALO
NURENA, JONNY DAGHER, and SEAN
VOIGHT, individually, and on behalf of all
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vs.

AT&T MOBILITY SERVICES LLC,

Defendant.

Case No.: CIVSB2117915

**CLASS ACTION AND PAGA
SETTLEMENT**

This Class Action and PAGA Settlement Agreement (hereinafter “Settlement” or “Settlement Agreement”) is entered into by and between the named Plaintiffs Samuel Wallack, Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher, and Sean Voight (the “Named Plaintiffs”), individually and on behalf of all others similarly situated, and on behalf of the State of California (collectively, “Plaintiffs”), and Defendant AT&T Mobility Services LLC (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

Subject to Court approval, Plaintiffs and Defendant agree to settle the Action on the terms and conditions and for the consideration set forth in this Settlement Agreement.

DEFINITIONS

For purposes of this Settlement Agreement, the following terms will have the defined meanings:

1. **“Action”** means the civil action entitled *Wallack et al. v. AT&T Mobility Services, LLC, a Delaware Limited Liability Company, et al.*, pending before the Court of California, County of San Bernardino (the “Court”), Case No. CIVSB2117915.

2. **“Class Members”** means all persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to the date the Court preliminarily approves this Settlement, other than Natasha Ayala, Kellen Shaw, Luis M. Salas Razo, Luis Adrian Elizondo, and Cristian de la Torre.

3. **“Class Counsel”** and/or **“Plaintiffs’ Counsel”** means Gregg I. Shavitz and Michael Palitz of Shavitz Law Group, P.A., and Edward J. Wynne of Wynne Law Firm.

4. **“Covered Period”** is the time on and between August 1, 2015 to the date the Court preliminarily approves this Settlement.

5. **“Effective Date”** means the date on which this Settlement is deemed final. If no objection is filed to the Settlement from a Class Member, or if an objection to the Settlement is filed by a Class Member who lacks standing to object, then the Settlement is final on the date the Court grants final approval of the Settlement. In the event a Class Member with standing to object to the Settlement files a timely objection to the Settlement that is overruled by the Court, then the

1 Settlement is final once the time for the filing of any appeal from the Court’s judgment approving
2 this Settlement expires, assuming no timely appeal is filed by that objecting Class Member. In the
3 event a Class Member with standing to object to the Settlement files a timely objection to the
4 Settlement that is overruled by the Court, and that Class Member files a timely appeal from the
5 judgment approving the Settlement, then the Settlement is final on the date the appeal is dismissed
6 or withdrawn; or is final after final affirmation of the judgment on appeal if the appeal is not
7 dismissed or withdrawn.

8 6. **“Gross Settlement Amount”** means the Gross Settlement Amount that Defendant
9 will be obligated to pay in connection with the Settlement, which is \$4,040,000.00. The Gross
10 Settlement Amount includes the payment of \$100,000.00—75% of which (*i.e.*, \$75,000.00) will be
11 paid to the California Labor and Workforce Development Agency, with the remaining 25% (*i.e.*,
12 \$25,000.00) being paid to all Aggrieved Employees—for the settlement of claims for civil penalties
13 brought under California’s Private Attorneys General Act (the “PAGA Settlement Amount”), the
14 Service Payments to Named Plaintiffs, all of Plaintiffs’ attorneys’ fees and costs incurred to date
15 and to be incurred in preparing and filing the Complaint, documenting the Settlement, securing trial
16 and appellate court approval of the Settlement, attending to the administration of the Settlement,
17 and obtaining a dismissal of the Actions (“Plaintiffs’ Counsel’s Attorneys’ Fees and Litigation
18 Expenses”), and the costs of administering the Settlement (“Settlement Administration Costs”). In
19 no event will Defendant be required to pay more than the Gross Settlement Amount, except for the
20 employer’s share of payroll taxes, which Defendant will pay separately from and in addition to the
21 Gross Settlement Amount. However, if there are more than 12,600 Class Members as of the date
22 of preliminary approval, Defendant shall increase the Gross Settlement Amount on a *pro rata* basis
23 for each additional Class Member in excess of 12,600. The Parties will have the right to engage in
24 confirmatory discovery regarding the Class Members.

25 7. **“Class Settlement Share”** means each Class Member’s share of the Net Settlement
26 Amount as provided by this Agreement.
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8. **“LWDA Payment”** means the \$75,000.00 of the PAGA Settlement Amount that will be payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

9. **“Aggrieved Employee Payment”** means each Aggrieved Employees’ share of the \$25,000.00 of the PAGA Settlement Amount paid for the settlement of claims for civil penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

10. **“Net Settlement Amount”** means the amount remaining after deduction from the Gross Settlement Amount for the Named Plaintiffs’ Service Payments, Plaintiffs’ Counsel’s Attorneys’ Fees and Litigation Expenses, the Settlement Administration Costs, and the LWDA Payment. The Net Settlement Amount will be distributed to Class Members as described in Paragraph 22(a).

11. **“Opt-Out Period”** means the 45-day period following the date the Settlement Administrator mails the Notice of Settlement to the Class Members. Any Class Member who wishes to be excluded from the Settlement must submit a signed, written request to opt out of the Settlement (an “Opt-Out Notice”) during the Opt-Out Period.

12. **“Settlement Administrator”** means Atticus Administration, the settlement administrator proposed by the Parties, subject to approval by the Court, to administer the Settlement.

BACKGROUND

13. On October 12, 2020, Counsel for the Named Plaintiffs sent to Defendant a demand letter, informing Defendant that they represented certain of Defendant's former California employees, asserting wage-and-hour claims on their behalf and on behalf of those similarly situated, and seeking to engage in pre-litigation settlement discussions regarding those claims. During the months that followed, Defendant and the Named Plaintiffs engaged in arms-length settlement discussions and a robust exchange of informal discovery for the purpose of exploring a potential resolution of the claims.

14. On March 26, 2021, Plaintiff Samuel Wallack submitted to the California Labor and

1 Workforce Development Agency (the “LWDA”) and Defendant a written notice of his intent to file
2 a civil action to enforce his rights and the rights of other allegedly aggrieved current and former
3 non-exempt employees who performed work for Defendant in California, under the Labor Code
4 Private Attorney’s General Act (“PAGA”).

5 15. On June 22, 2021, the Named Plaintiffs filed a complaint against Defendant in this
6 Court, on behalf of themselves individually, all others similarly situated, and the State of California
7 (the “Action”). The complaint alleges that, from August 1, 2015 through the date on which the
8 court grants preliminary settlement approval, with respect to the Named Plaintiffs and Class
9 Members, Defendant failed to timely pay all wages due, including minimum wages and overtime
10 wages; failed to pay all penalties and premiums due; provide meal and rest periods; record meal
11 periods; provide paid sick leave; maintain required records; provide suitable seating; furnish
12 accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The
13 claims alleged include claims brought under the California Labor Code Sections 201-204, 210,
14 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 248.5, 248.6, 256, 510, 512, 516, 558, 1174,
15 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2699, California Business and Professions
16 Code sections 17200-17208, Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and the Industrial
17 Welfare Commission Wage Orders including but not limited to sections pertaining to “Meal
18 Periods,” “Minimum Wages,” “Hours and Days of Work,” “Records,” and Section 14 of Wage
19 Order 7. Defendant strongly disagrees with these allegations and continues to maintain that it did
20 not violate any state or federal law, and admits no liability in this Settlement.

21 16. The Parties desire to fully, finally, and forever settle the claims in this Action. To
22 that end, on March 29, 2021, the Parties engaged in additional, substantial, arms-length settlement
23 negotiations with the assistance of Mediator Ret. Judge Gail Andler. The parties reached at that
24 mediation a substantive agreement in principle, and with the continued assistance of Judge Andler
25 over the following month, the Parties negotiated and executed on April 30, 2021 a Memorandum
26 of Agreement reflecting most of the terms of their agreement, which formed the basis of this
27 Settlement Agreement.

17. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement. The Parties agree the Settlement is fair, adequate and reasonable. This Settlement contemplates (1) entry of an Order Preliminarily Approving the Settlement and Settlement Procedure (proposed version attached as Exhibit A); (2) distribution to the Class Members of a Notice of Proposed Class Action Settlement and Final Approval Hearing (attached as Exhibit B), and a Class Member Information Sheet including the estimated Class Settlement Share that the Class Member may qualify to receive (attached at Exhibit C) (collectively, the “Class Notice Packet”); and (3) entry of an Order Granting Final Approval of the Settlement in the Actions and ending the litigation (proposed version attached at Exhibit D).

MONETARY SETTLEMENT TERMS

18. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant will pay under this Settlement is \$4,040,000.00. The Gross Settlement Amount is inclusive of all settlement payments to Class Members eligible for settlement payments; the PAGA Settlement Amount, including the LWDA Payment and all Aggrieved Employee Payments; Service Payments to Named Plaintiffs; Plaintiffs' Counsel's Attorneys' Fees and Litigation Expenses; and Settlement Administration Costs. In no event will Defendant be required to pay more than the Gross Settlement Amount, except for the employer's share of payroll taxes, which Defendant will pay separately from and in addition to the Gross Settlement Amount.

19. **Plaintiffs' Counsel's Attorney's Fees and Litigation Expenses.** Plaintiffs' Counsel will make an application to the Court for attorney's fees to be paid out of the Gross Settlement Amount of the settlement as part of this settlement that does not exceed 33.33% of the Gross Settlement Amount and will also seek reimbursement of costs incurred. The Settlement Administrator (and not Defendant) will issue IRS Form 1099-MISC reflecting the award of attorney's fees and litigation expenses. Defendant's payment of the Court-awarded attorney's fees and litigation expenses will constitute full satisfaction of Defendant's obligation to pay any person, attorney or law firm for attorney's fees, costs, and expenses incurred on behalf of the Plaintiffs.

1 and/or Class Members in this Action.

2 20. **Service Payments to Named Plaintiffs.** Defendant will not oppose the Plaintiffs’
3 application to the Court for service payments of \$5,000.00 to each of the Named Plaintiffs, to be
4 paid out of the maximum Gross Settlement Amount. No Named Plaintiff will receive a service
5 payment in excess of \$5,000.00. The Settlement Administrator (and not Defendant) will issue an
6 IRS Form 1099-MISC to the Named Plaintiffs reflecting their Service Payment. The failure of the
7 Court to award a service payment to any Named Plaintiff will not constitute grounds for rescission
8 of this Settlement Agreement. The Settlement Administrator will make the service payment at the
9 same time as it makes the individual payments to the other Class Members. Should the Court fail
10 to award the full amount of the service payment requested by any Named Plaintiff, any portion that
11 is not awarded will revert back to the Gross Settlement Amount.

12 21. **Settlement Administration Fees and Expenses.** Defendant agrees to pay
13 Settlement Administrator Atticus Administration, as part of the Gross Settlement Amount, for its
14 fees and expenses incurred in administering this Settlement, in an amount estimated to be \$45,000.

15 22. **Allocation of Settlement Shares.** After deduction from the Gross Settlement
16 Amount for the LWDA Payment, Plaintiffs’ Counsel’s Attorneys’ Fees and Litigation Expenses,
17 the Service Payments to Named Plaintiffs, and the Settlement Administration Costs, the balance
18 remaining (the “Net Settlement Amount”) will be payable as follows:

19 a. **Class Member Payment.** Each Class Member who does not timely opt-out
20 of the settlement will receive a *pro rata* share of the Net Settlement Amount based on the
21 number of weeks that he or she worked in each position covered by the Settlement during
22 the Covered Period, excluding any weeks for which the Class Member has previously
23 released their claims for unpaid wages (“Covered Workweeks”), with the exception that
24 each Class Member’s Settlement Share will total at least \$50.00 regardless of the number
25 of Covered Workweeks that they worked (the “Class Member Payment”). The Class
26 Member Payment will include each Class Member’s Aggrieved Employee Payment.

27 b. **Aggrieved Employee Payment.** All Aggrieved Employees as defined by
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1 Cal. Lab. § 2699(c), but who do not otherwise qualify as a Class Member and would thus
2 not receive a Class Member Payment,¹ will receive their *pro rata* share of the Aggrieved
3 Employee Payment.

4 23. **Tax Treatment.** Half of the Class Member Payment constitutes wages for the
5 purposes of IRS reporting, and will be reported to the IRS pursuant to form W-2, while the other
6 half constitutes payments for non-wage penalties, damages, and interest and will reported to the
7 IRS pursuant to form 1099. The Aggrieved Employee Payment constitutes payments for non-wage
8 penalties, damages, and interest and will reported to the IRS pursuant to form 1099.

9 24. **Impact on Benefits.** The payments made pursuant to this settlement will not have
10 any effect on the eligibility or calculation of any employee benefits provided by any Released Party.
11 The Parties agree these payments do not represent any modification of any employee's previously-
12 credited hours of service or other eligibility criteria under any employee pension benefit plan,
13 employee welfare benefit plan, or other program or policy. These payments also will not be
14 considered wages, compensation, or annual earnings for benefits in any year for purposes of
15 determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee
16 welfare benefit plan, or other program or policy.

17 THE RELEASES

18 25. **Named Plaintiffs.** As of the date of the Effective Date of the Settlement, and in
19 consideration of the Service Payments to Named Plaintiffs, their Settlement payments, and the other
20 terms and conditions of the Settlement, each of the Named Plaintiffs hereby releases any and all
21 known and unknown claims against Defendant and any of Defendant's present and former parents,
22 subsidiaries and affiliated companies or entities, and their respective officers, directors, employees,
23 partners, shareholders and agents, and any other successors, assigns and legal representatives and
24 its related persons and entities ("Released Parties"), and waives the protection of California Civil
25 Code section 1542 through the date of final settlement approval.

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28 ¹ This would occur, for example, if a Class Member timely opt-out of the class, or if an Aggrieved Employee is expressly carved out of the definition of Class Member.

1 26. **The State of California.** As of the Effective Date of the Settlement, and in
2 consideration of the PAGA Settlement Amount, Samuel Wallack—on behalf of the State of
3 California, the LWDA, and the Aggrieved Employees—hereby releases and discharges Defendant
4 and the Released Parties of all claims as alleged in Wallack’s PAGA Claim Notice, filed with the
5 LWDA on March 26, 2021 (Case No. LWDA-CM-827159-21) that arose during Covered Period.

6 27. **Class Members.** The Class Members (other than those who timely and validly
7 elected not to participate in the Settlement) release any and all known and unknown claims against
8 Defendant and the Released Parties for the period of time employed in a non-exempt capacity that
9 arise out of or relate to the allegations that, from August 1, 2015 through the date on which the
10 court grants preliminary settlement approval, Defendant failed to timely pay all wages due,
11 including minimum wages and overtime wages; failed to pay all penalties and premiums due;
12 provide meal and rest periods; record meal periods; provide paid sick leave; maintain required
13 records; provide suitable seating; furnish accurate itemized wage statements; or pay all wages due
14 to discharged and quitting employees. These claims include but are not limited to claims brought
15 under the California Labor Code Sections 201-204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3,
16 226.7, 246, 248.5, 248.6, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
17 1197.1, 1198, and 2699, California Business and Professions Code sections 17200-17208, Fair
18 Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and the Industrial Welfare Commission Wage Orders
19 including but not limited to sections pertaining to “Meal Periods,” “Minimum Wages,” “Hours and
20 Days of Work,” “Records,” and Section 14 of Wage Order 7. These claims include claims for
21 wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA,
22 relief from unfair competition under California Business and Professions Code section 17200 *et*
23 *seq.*; attorneys’ fees and costs; and interest (the “Class Members’ Released Claims”).

24 **SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION PROCEDURE**

25 28. **Motion for Preliminary Approval.**

26 a. Plaintiffs will file a motion (the “Motion for Preliminary Approval”) with
27 the Court for an order granting Preliminary Approval of the Settlement, conditionally
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1 certifying the Class, setting a date for the Final Approval Hearing, and approving the Class
2 Notice and the Class Member Settlement Information Sheet.

3 b. Pursuant to the PAGA, on the date the Plaintiffs file the Motion for
4 Preliminary Approval with the Court, the Plaintiffs will submit the PAGA Notice enclosing
5 this Agreement to the LWDA evidenced by Exhibit E to this Agreement. The Parties intend
6 and believe that providing notice of this Settlement to the LWDA pursuant to the procedures
7 described in this section complies with the requirements of PAGA, and will request the
8 Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of
9 the Settlement and bar any claim to void or avoid the Settlement under PAGA.

10 c. Should the Court decline to preliminarily approve all material aspects of the
11 Settlement, or order material changes to the Settlement to which the Parties do not agree,
12 after meeting and conferring in good faith, the Settlement will be null and void and the
13 Parties will have no further obligations under it.

14 29. **Notice to Class Members.** After the Court enters its order granting Preliminary
15 Approval of the Settlement, every Class Member will be provided with the Class Notice Packet as
16 follows:

17 a. Within forty-five (45) days after the Court enters its order granting
18 Preliminary Approval of the Settlement, Defendant will provide to the Settlement
19 Administrator an electronic database for the Class Members, containing each Class
20 Member's name and last-known mailing address, telephone number, the Class Member's
21 Social Security number, dates of employment, and the timeframes covered by pre-existing
22 releases ("Released Periods"), as reflected in Defendant's records, during the Covered
23 Period (collectively, the "Class Member Data"). If any or all of the Class Member Data are
24 unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct the Class
25 Member Data prior to when it must be submitted to the Settlement Administrator. This
26 information will otherwise remain confidential and will not be disclosed to anyone, except
27 in order to carry out the reasonable efforts described in Paragraph 22, or pursuant to
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1 Defendant's express written authorization or by order of the Court.

2 b. Within fifteen (15) days after receiving the Class Member Data from
3 Defendant, the Settlement Administrator will determine each Class Member's number of
4 Covered Workweeks and estimated Settlement Share, and send a Class Notice Packet to
5 each Class Member. The Settlement Administrator will mail this information to all
6 identified Class Members via regular First-Class U.S. Mail, using the mailing address
7 information provided by Defendant, unless modified by any updated address information
8 that the Settlement Administrator obtains in the course of administration of the Settlement.
9 In the event of returned or non-deliverable notices, the Settlement Administrator will make
10 reasonable efforts to locate Class Members and re-send the notices.

11 c. If a Class Notice Packet is returned because of an incorrect address, the
12 Settlement Administrator will promptly, and not later than fifteen (15) days from receipt of
13 the returned packet, search for a more current address for the Class Member using Accurant
14 and other reasonable and cost-effective skip trace methods, and re-mail the Class Notice
15 Packet to the Class Member. The Settlement Administrator will use the Class Member Data
16 and otherwise work with Defendant to find a more current address. The Settlement
17 Administrator will be responsible for taking reasonable steps, consistent with its agreed-
18 upon job parameters, court orders, and fee, as agreed to with Class Counsel and according
19 to the following deadlines, to trace the mailing address of any Class Member for whom a
20 Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These
21 reasonable steps will include, at a minimum, the tracking of all undelivered mail;
22 performing address searches for all mail returned without a forwarding address; and
23 promptly re-mailing to Class Members for whom new addresses are found. If the Class
24 Notice Packet is re-mailed, the Settlement Administrator will note for its own records and
25 notify Class Counsel and Defendant's Counsel of the date and address of each such re-
26 mailing as part of a weekly status report provided to the Parties. All counsel of record will
27 be entitled to receive from the Settlement Administrator any updated address information
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1 about a Class Member as the Settlement Administrator obtains such information.

2 d. Each week, the Settlement Administrator will provide to all counsel of
3 record a report showing whether any Class Notice Packets have been returned and re-mailed
4 and the receipt of any opt-outs to the Settlement.

5 e. Not later than five (5) days before the date by which the Parties file their
6 joint motion for final approval of the Settlement, the Settlement Administrator will serve
7 on the Parties and file with the Court a declaration of due diligence setting forth its
8 compliance with its obligations under this Agreement. Prior to the Final Approval Hearing,
9 the Settlement Administrator will supplement its declaration of due diligence if any material
10 changes occur from the date of the filing of its prior declaration.

11 30. **Objections to Settlement; Opt-outs from Settlement.** Class Members may submit
12 objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

13 a. **Objections to Settlement.** Class Members who wish to object to any term
14 of the Settlement must submit his or her objection to the Settlement Administrator,
15 postmarked not later than forty-five (45) days after notice of the Settlement was mailed.
16 The objection also will indicate whether the Class Member intends to appear at the Final
17 Approval Hearing. To be valid, an objection must include the objector's full name, address,
18 telephone number, and a written statement describing all legal and factual arguments in
19 support of the objection. Class Members who do not submit written objections in the
20 manner and by the deadline specified above will be deemed to have waived any objections
21 and will be foreclosed from making any objections (whether by appeal or otherwise) to the
22 Settlement or other related matters.

23 b. **Opt-Out Notice in Settlement.** The Class Notice will provide that Class
24 Members may exclude themselves from the Settlement by mailing to the Settlement
25 Administrator a signed Opt Out Notice, postmarked no later than forty-five (45) days after
26 the Settlement Administrator first mails the Class Notices to the Class Members at the
27 original addresses provided by Defendant. The Opt-Out Notice must state clearly that the
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1 Class Member has received notice of the proposed settlement and wishes to be excluded
2 from the class and to not participate in the proposed settlement. The Opt-Out Notice must
3 be signed by the Class Member and include their printed name, address, telephone number,
4 and AT&T employee identification number or the last four digits of their social security
5 number. The Opt-Out Notice must be mailed, faxed, or hand-delivered to the Settlement
6 Administrator. If a question is raised about the authenticity of a signed Opt-Out Notice in
7 Settlement, the Settlement Administrator will have the right to demand additional proof of
8 the Class Member's identity. A Class Member who timely submits a valid Opt-Out Notice
9 in Settlement will not participate in or be bound by the Settlement and the Judgment. A
10 Class Member who does not complete and mail a valid Opt-Out Notice in Settlement in the
11 manner and by the deadline specified above will be bound by all terms and conditions of
12 the Settlement, including its release of claims, if the Settlement is approved by the Court,
13 and by the Judgment.

14 c. **Report.** No later than ten (10) days after the deadline for submission of Opt-
15 Out Notices to the Settlement, the Settlement Administrator will provide the Parties with a
16 complete and accurate list of all Class Members, objections, and Non-Class Members.

17 31. **Resolution of Disputes.** If a Class Member disputes the information shown on his
18 or her Class Member Settlement Information Sheet, the Class Member must ask the Settlement
19 Administrator to resolve the matter by returning the sheet with the information that he or she
20 contends is correct and including with the sheet any documentation the Class Member has to
21 support his or her contention. In the event of such a dispute, Defendant will have the right to review
22 its payroll and personnel records to verify the correct information. After consultation with Class
23 Counsel, the Class Member, and Defendant, the Settlement Administrator will make a
24 determination of the correct information, and that determination will be final, binding on the Parties
25 and the Class Member, and non-appealable.

26 32. **No Solicitation of Objection, Appeal, or Opt-out.** Neither the Parties nor their
27 respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to
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1 object to the Settlement, appeal from the Judgment, or opt out from the Settlement.

2 **33. Right of Defendant to Reject Settlement.** If five percent (5%) or more of the Class
3 Members, or a number of potential Class Members whose Class Settlement Shares represent five
4 percent (5%) or more of the total of all Class Settlement Shares, validly elect not to participate in
5 the Settlement, Defendant will have the right to rescind the Settlement, and the Settlement and all
6 actions taken in its furtherance will be null and void. Defendant must exercise this right within
7 fifteen (15) days after the Settlement Administrator notifies the parties of the number of opt-outs,
8 which the Settlement Administrator will do within ten (10) days after the deadline for submission
9 of opt-outs. If Defendant exercises the right to rescind, it will be responsible for the costs of
10 administration of the Settlement incurred through that time. If Defendant does not exercise the
11 right to rescind, the Parties jointly will move for final approval of the Settlement, and Plaintiffs will
12 separately move for an award of the Service Payments to Named Plaintiffs and the Plaintiffs'
13 Counsel's Attorneys' Fees and Litigation Expenses pursuant to the Settlement.

14 **34. Additional Briefing and Final Approval.**

15 a. Not later than sixteen (16) court days before the Final Approval Hearing, the
16 Plaintiffs will file with the Court a motion for final approval of the Settlement, the LWDA
17 Payment, and payment of the Settlement Administrator's reasonable fees and expenses as
18 well as a motion for awards of the Service Payments to Named Plaintiffs and the Plaintiffs'
19 Counsel's Attorneys' Fees and Litigation Expenses pursuant to this Settlement.

20 b. Not later than five (5) court days before the Final Approval Hearing, either
21 or both Party may file a reply in support of the motion for final approval of the Settlement,
22 the LWDA Payment, and payment of the Settlement Administrator's reasonable fees and
23 expenses to the extent that any opposition to the motion is filed; and Plaintiffs and Class
24 Counsel may file a reply in support of their motions for the Service Payments to Named
25 Plaintiffs and the Class Counsel Fees and Expenses Payment.

26 c. If the Court does not grant final approval of the Settlement, or if the Court's
27 final approval of the Settlement is reversed or materially modified on appellate review, then
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1 this Settlement will be, at either Party's discretion, null and void. An award by the Court
2 of lesser amounts than sought for the Service Payments to Named Plaintiffs or Plaintiffs'
3 Counsel's Attorneys' Fees and Litigation Expenses will not be a material modification of
4 the Settlement. However, if the Court reduces or otherwise denies the requested Plaintiffs'
5 Counsel's Attorneys' Fees and Litigation Expenses or the Service Payments to Named
6 Plaintiffs, Plaintiffs may appeal that ruling.

7 d. Upon final approval of the Settlement by the Court, the Parties will present
8 to the Court for its approval and entry the Judgment in substantially the form evidenced by
9 Exhibit D to this Agreement. After entry of the Judgment, the Court will have continuing
10 jurisdiction over the Action and the Settlement solely for purposes of (1) enforcing this
11 Agreement, (2) addressing settlement administration matters, and (3) addressing such post-
12 judgment matters as may be appropriate under court rules or applicable law.

13 35. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
14 material terms of this Agreement, Plaintiffs, Class Members who did not timely submit an objection
15 to the Settlement and intervene in the Action, Defendant, and their respective counsel hereby waive
16 any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
17 and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any
18 extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered.
19 The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
20 proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not
21 preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full
22 Service Payments to Named Plaintiffs or the Plaintiffs' Counsel's Attorneys' Fees and Litigation
23 Expenses sought by them. If an appeal is taken from the Judgment, the time for consummating the
24 Settlement (including making payments under the Settlement) will be suspended until such time as
25 their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

26 36. **Timing of Settlement Payments.** Within three (3) days after the Settlement
27 becomes Final, as defined in this Agreement, the Settlement Administrator will provide Defendant
28

1 with wire transfer information. Within twenty (20) days after the Settlement Administrator
2 provides Defendant with wire transfer information, Defendant will transfer the Gross Settlement
3 Amount, plus all employer-side payroll taxes due on wage payments made from the Net Settlement
4 Amount to Class Members and the Settlement Administrator's fees, to the Settlement Administrator
5 via wire transfer. Within seven (7) days thereafter, the Settlement Administrator will pay to Class
6 Members the Class Member Payment; to the remaining Aggrieved Employees who did not receive
7 a Class Member Payment, the Aggrieved Employee Payment; to each Plaintiff, the Service
8 Payments to Named Plaintiffs; to the LWDA, the LWDA Payment; to Class Counsel, the Plaintiffs'
9 Counsel's Attorneys' Fees and Expenses Payment; and to the Settlement Administrator, its
10 reasonable fees and expenses.

11 **37. Uncashed Checks.** A Class Member must cash his or her Class Settlement Share
12 check, and any remaining Aggrieved Employees his or her Aggrieved Employee Payment check,
13 within ninety (90) calendar days after it is mailed to him or her. If a check is returned to the
14 Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail
15 it to the Class Member or Aggrieved Employee at his or her correct address. If any check is not
16 cashed within ninety (90) days after its mailing to the Class Member or Aggrieved Employee, the
17 Settlement Administrator will distribute the unclaimed funds represented by the uncashed check to
18 the California State Controller's Office, Unclaimed Property Division in the name of the Class
19 Member, where the Class Member or Aggrieved Employee can later claim their funds.

20 **38. Effect of Disapproval, Termination or Cancellation.** In the event that the Court
21 does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is
22 reversed or materially modified on appellate review, then this Settlement will be null and void; if
23 that occurs, the Parties will have no further obligations under the Settlement, including any
24 obligation by Defendant to pay the Gross Settlement Amount.

25 **MISCELLANEOUS SETTLEMENT PROVISIONS**

26 **39. Binding Agreement.** The Parties intend that this Settlement Agreement will be fully
27 enforceable and binding upon all Parties, and that it will be admissible and subject to disclosure in
28

1 any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that
2 otherwise might apply under federal or state law.

3 40. **Confidentiality of Settlement.** The Parties and their counsel agree that they will
4 not issue any press releases or initiate any contact with the media about the fact, amount, or terms
5 of the settlement. If counsel for either party receives an inquiry about the settlement from the media,
6 counsel may respond only after the motion for preliminary approval has been filed and only by
7 confirming the terms of the settlement.

8 41. **Subsequent Disputes Regarding Settlement Agreement.** The Court will retain
9 jurisdiction over this Settlement. However, any disputes arising out of or relating to this Settlement
10 Agreement will be submitted to Ret. Judge Gail A. Andler, or any other mediator on whom the
11 Parties agree, for mediation.

12 42. **No Waiver.** Nothing in this Settlement will serve as a waiver of future rights and
13 this language will be included in the notice sent to Class Members.

14 43. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the Settlement
15 is fair and reasonable and will so represent to the Court via the joint motion for preliminary approval
16 agreed to by all Parties. The Parties have agreed to work together expeditiously and cooperatively
17 to obtain preliminary and final approval of this Settlement.

18 44. **Admissibility of Settlement Agreement.** Notwithstanding any privilege applicable
19 to settlement or mediation proceedings, this Settlement Agreement is a confidential settlement
20 document and may not be admitted into evidence or used in any proceeding except an action,
21 motion, or proceeding to approve, interpret, or enforce the terms of this Settlement.

22 45. **No Admission of Liability.** Neither this Settlement Agreement nor any other
23 documents prepared in connection with this Settlement are in any way an admission of liability by
24 Defendant. Moreover, Defendant denies all liability for any alleged wrongdoing and a statement
25 to this effect will be included in the notice sent to Class Members.

26 46. **Certification for Settlement Purposes Only.** For the purposes of this settlement
27 only, the Parties stipulate to the certification of the class defined in Paragraph 2. If the Court does
28

1 not grant preliminary or final approval of the settlement, this stipulation will have no effect and
2 class certification will automatically be deemed not to have been granted. The Parties agree that
3 this Settlement stipulation is in no way an admission that class certification is proper under the
4 more stringent standard applied for litigation purposes and that this stipulation will not be
5 admissible in this or any other proceeding as evidence that a class should be certified as Plaintiffs
6 propose or that Defendant is liable in any way to Plaintiffs or the class that Plaintiffs allege.
7 Defendant expressly reserves the right to oppose class certification of any purported class should
8 this settlement fail to become final and effective.

9 47. **Authority to Act for Plaintiffs.** Counsel for Plaintiffs represents and warrants that
10 they have full authority to accept this Settlement Agreement on behalf of Plaintiffs and to bind
11 Plaintiffs to all of its terms and conditions.

12 48. **Counterparts, Electronic and Facsimile Signatures.** This Settlement Agreement
13 may be executed in one or more counterparts, and each such counterpart will be deemed an original,
14 but all of which taken together will constitute one and the same Settlement Agreement. The Parties
15 agree that this Agreement may be signed electronically via DocuSign or other electronic signature
16 platform. Any signature pages transmitted via facsimile or via email PDF(s) will be regarded as
17 original counterpart signature pages.

18 49. **Judgment To Be Entered By The Court.** Upon the Court's granting of Final
19 Approval as to the Settlement, the Court will enter final judgment in accordance with the terms of
20 this Settlement Agreement.

21 50. **Authorization.** The signatories to this Settlement Agreement represent they are
22 fully authorized to enter into this Settlement and bind the Parties to the terms and conditions of this
23 Settlement.

24 51. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other in
25 good faith to accomplish the terms of this Settlement, including, but not limited to, execution of
26 such documents and taking such other action as reasonably necessary to implement the terms of
27 this Settlement. The Parties will use their best efforts, including all efforts contemplated by this
28

1 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to
2 effectuate this Settlement.

3 52. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
4 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
5 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
6 action, cause of action or right herein released and discharged.

7 53. **Applicable Law.** This Settlement Agreement is made under and will be governed
8 and construed in accordance with California law. If any civil action is filed to enforce or interpret
9 any term or provision of this Agreement, or otherwise, the appropriate venue will be a state or
10 federal court of competent jurisdiction located in the State of California.

11 54. **Construction.** The Parties agree the terms and conditions of this Settlement are the
12 result of lengthy, intensive, arms-length negotiations and this Settlement will not be construed in
13 favor of or against any Party by reason of the extent to which any Party or his or its counsel
14 participated in the drafting of this Settlement Agreement.

15 55. **Paragraph Titles and Captions.** Paragraph titles and/or captions contained herein
16 are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
17 describe the scope of this Settlement or any provision of this Settlement.

18 56. **Modification.** This Settlement may not be changed, altered, or modified, except in
19 writing and signed by the Parties, and approved by the Court. This Settlement may not be
20 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

21 57. **Integration Clause.** This Settlement Agreement contains the entire agreement
22 between the Parties relating to the Settlement, and all prior or contemporaneous agreements,
23 understandings, representations, and statements, whether oral or written and whether by a Party or
24 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
25 writing.

26 58. **Severability.** If any provision of this Agreement is unenforceable, for any reason,
27 the remaining provisions will nevertheless be of full force and effect, subject to the limitations set
28

1 out in Paragraph 33 regarding the effect of disapproval, termination, modification or cancellation
2 by the Court of any material term or condition of this Agreement.

3 59. **Binding On Assigns.** This Settlement will be binding on and inure to the benefit of
4 the Parties and their respective predecessors, successors, parents, subsidiaries, affiliates, heirs,
5 trustees, executors, administrators, successors, and assigns and upon any corporate or other entity
6 into or with which any Party hereto may merge, combine or consolidate.

7 60. **Class Member Signatories.** It is agreed that because the members of the Class are
8 numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
9 The release will have the same force and effect as if this Settlement were executed by each Class
10 Member.

11 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
12 Settlement Agreement as of the date(s) set forth below.

13
14 **NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF**
15 **THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.**
LAB. CODE § 2698 ET SEQ.

16 Signature: _____ Date: _____

17
18 **NAMED PLAINTIFF MIGUEL GARCIA**

19 Signature: _____ Date: _____

20
21 **NAMED PLAINTIFF MARIBEL BALTAZAR**

22 Signature: _____ Date: _____

23
24 **NAMED PLAINTIFF GONZALO NURENA**

60. ¹ **Class Member Signatories.** It is agreed that because the members of the Class are
² numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
³ The release will have the same force and effect as if this Settlement were executed by each Class
⁴ Member.

⁵ IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
⁶ Settlement Agreement as of the date(s) set forth below.
⁷

**NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF
THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.
LAB. CODE § 2698 ET SEQ.**

¹⁰ Signature:  Date: 08/02/2021
¹¹

NAMED PLAINTIFF MIGUEL GARCIA

¹³ Signature: _____ Date: _____

¹⁴ **NAMED PLAINTIFF MARIBEL BALTAZAR**
¹⁵

¹⁶ Signature: _____ Date: _____

¹⁷ **NAMED PLAINTIFF GONZALO NURENA**
¹⁸

¹⁹ Signature: _____ Date: _____
²⁰

NAMED PLAINTIFF JONNY DAGHER

²² Signature: _____ Date: _____
²³

²⁴ **NAMED PLAINTIFF SEAN VOIGHT**
²⁵

²⁶ Signature: _____ Date: _____
²⁷

²⁸

60. ¹ **Class Member Signatories.** It is agreed that because the members of the Class are
² numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
³ The release will have the same force and effect as if this Settlement were executed by each Class
⁴ Member.

⁵ IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
⁶ Settlement Agreement as of the date(s) set forth below.
⁷

**NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF
THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.
LAB. CODE § 2698 ET SEQ.**

¹⁰
Signature: _____ Date: _____
¹¹

NAMED PLAINTIFF MIGUEL GARCIA

¹³ 
Signature: _____ Date: 07/30/2021
¹⁴

NAMED PLAINTIFF MARIBEL BALTAZAR

¹⁶
Signature: _____ Date: _____
¹⁷

NAMED PLAINTIFF GONZALO NURENA

¹⁹
Signature: _____ Date: _____
²⁰

NAMED PLAINTIFF JONNY DAGHER

²²
Signature: _____ Date: _____
²³

NAMED PLAINTIFF SEAN VOIGHT

²⁵
Signature: _____ Date: _____
²⁶

²⁷

²⁸

60. ¹ **Class Member Signatories.** It is agreed that because the members of the Class are
² numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
³ The release will have the same force and effect as if this Settlement were executed by each Class
⁴ Member.

⁵ IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
⁶ Settlement Agreement as of the date(s) set forth below.
⁷

**NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF
THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.
LAB. CODE § 2698 ET SEQ.**

¹⁰
Signature: _____ Date: _____
¹¹

NAMED PLAINTIFF MIGUEL GARCIA

¹³
Signature: _____ Date: _____

¹⁴
NAMED PLAINTIFF MARIBEL BALTAZAR
¹⁵

Signature: ¹⁶ *Maribella Baltazar* _____ Date: ¹⁷ 07/30/2021

¹⁸
NAMED PLAINTIFF GONZALO NURENA

¹⁹
Signature: _____ Date: _____
²⁰

NAMED PLAINTIFF JONNY DAGHER

²²
Signature: _____ Date: _____
²³

²⁴
NAMED PLAINTIFF SEAN VOIGHT

²⁵
Signature: ²⁶ _____ Date: _____
²⁷

²⁸

60. ¹ **Class Member Signatories.** It is agreed that because the members of the Class are
² numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
³ The release will have the same force and effect as if this Settlement were executed by each Class
⁴ Member.

⁵ IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
⁶ Settlement Agreement as of the date(s) set forth below.
⁷

**NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF
THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.
LAB. CODE § 2698 ET SEQ.**

¹⁰
Signature: _____ Date: _____
¹¹

NAMED PLAINTIFF MIGUEL GARCIA

¹³
Signature: _____ Date: _____
¹⁴

NAMED PLAINTIFF MARIBEL BALTAZAR

¹⁶
Signature: _____ Date: _____
¹⁷

NAMED PLAINTIFF GONZALO NURENA

¹⁹ 
Signature: _____ Date: 07/30/2021
²⁰

NAMED PLAINTIFF JONNY DAGHER

²²
Signature: _____ Date: _____
²³

NAMED PLAINTIFF SEAN VOIGHT

²⁵
Signature: _____ Date: _____
²⁶

²⁷

²⁸

60. ¹**Class Member Signatories.** It is agreed that because the members of the Class are
²numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
³The release will have the same force and effect as if this Settlement were executed by each Class
⁴Member.

⁵IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
⁶Settlement Agreement as of the date(s) set forth below.
⁷

**NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF
THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.
LAB. CODE § 2698 ET SEQ.**

¹⁰
Signature: _____ Date: _____
¹¹

NAMED PLAINTIFF MIGUEL GARCIA

¹³
Signature: _____ Date: _____
¹⁴

NAMED PLAINTIFF MARIBEL BALTAZAR

¹⁶
Signature: _____ Date: _____
¹⁷

NAMED PLAINTIFF GONZALO NURENA

¹⁹
Signature: _____ Date: _____
²⁰

NAMED PLAINTIFF JONNY DAGHER

²²
Signature:  _____ Date: 07/30/21
²³

NAMED PLAINTIFF SEAN VOIGHT

²⁵
Signature: _____ Date: _____
²⁶

²⁷

²⁸

60. ¹ **Class Member Signatories.** It is agreed that because the members of the Class are
² numerous, it is impossible or impracticable to have each Class Member execute this Settlement.
³ The release will have the same force and effect as if this Settlement were executed by each Class
⁴ Member.

⁵ IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this
⁶ Settlement Agreement as of the date(s) set forth below.
⁷

**NAMED PLAINTIFF SAMUEL WALLACK, INDIVIDUALLY AND ON BEHALF OF
THE STATE OF CALIFORNIA AS ITS AUTHORIZED REPRESENTATIVE PER CAL.
LAB. CODE § 2698 ET SEQ.**

¹⁰
Signature: _____ Date: _____
¹¹

NAMED PLAINTIFF MIGUEL GARCIA

¹³
Signature: _____ Date: _____
¹⁴

NAMED PLAINTIFF MARIBEL BALTAZAR

¹⁶
Signature: _____ Date: _____
¹⁷

NAMED PLAINTIFF GONZALO NURENA

¹⁹
Signature: _____ Date: _____
²⁰

NAMED PLAINTIFF JONNY DAGHER

²²
Signature: _____ Date: _____
²³

NAMED PLAINTIFF SEAN VOIGHT

²⁵
Signature:  _____ Date: 07/30/2021
²⁶

²⁷

²⁸

GREGG SHAVITZ
SHAVITZ LAW GROUP, P.A.

Signature: _____

Date: 8/3/2021

EDWARD WYNNE
WYNNE LAW FIRM

Signature: _____

Date: 8/3/21

DEFENDANT AT&T MOBILITY SERVICES LLC

Print Name: _____

Date: _____

Title: _____

Signature: _____

RAYMOND W. BERTRAND
PAUL HASTINGS LLP

Signature: _____

Date: _____

1 **NAMED PLAINTIFF GONZALO NURENA**

2 Signature: _____

3 Date: _____

4 **NAMED PLAINTIFF JONNY DAGHER**

5 Signature: _____

6 Date: _____

7 **NAMED PLAINTIFF SEAN VOIGHT**

8 Signature: _____

9 Date: _____

10 **GREGG SHAVITZ**
11 **SHAVITZ LAW GROUP, P.A.**

12 Signature: _____

13 Date: _____

14 **EDWARD WYNNE**
15 **WYNNE LAW FIRM**

16 Signature: _____

17 Date: _____

18 **DEFENDANT AT&T MOBILITY SERVICES LLC**

19 Print Name: Cristy Swink

20 Date: 8/4/21

21 Title: Region President - West

22 Signature: Cristy Swink

23 **RAYMOND W. BERTRAND**
24 **PAUL HASTINGS LLP**

25 Signature: RWB

26 Date: August 4, 2021

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

SAMUEL WALLACK, MIGUEL GARCIA,
MARBELLA BALTAZAR, GONZALO
NURENA, JONNY DAGHER, and SEAN
VOIGHT, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY SERVICES LLC,

Defendants.

CASE NO. CIVSB2117915

[PROPOSED] ORDER:

**(1) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**

**(2) PRELIMINARILY APPROVING
PROPOSED SETTLEMENT;**

**(3) PRELIMINARILY APPROVING
PROPOSED LWDA SETTLEMENT;**

**(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS**

**(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: November 1, 2021
Time: 10:00 a.m.
Dept.: S-26
Judge: Hon. David Cohn

Action Filed: June 22, 2021
Trial Date: Not set

1 On November 1, 2021, a hearing was held on the joint motion of Plaintiffs Samuel Wallack,
2 Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher, and Sean Voight (collectively
3 “Plaintiffs”) and Defendant AT&T Mobility Services, LLC (“AT&T”), for conditional
4 certification of a settlement class in this action, preliminary approval of the parties’ proposed
5 settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and the
6 Class Member Settlement Information Sheet. Gregg Shavitz of the Shavitz Law Group, P.A. and
7 Edward Wynne of the Wynne Law Firm appeared for Plaintiffs, and Raymond W. Bertrand of
8 Paul Hastings LLP appeared for AT&T.

9 The Court, having read and considered the papers on the motion, the arguments of counsel,
10 and the law, and good cause appearing therefore,

11 IT IS ORDERED:

12 1. The proposed class satisfies the requirements of a settlement class because the class
13 members are readily ascertainable and a well-defined community of interest exists in the questions
14 of law and fact affecting the parties.

15 2. The parties’ Settlement Agreement (the “Settlement”) is granted preliminary
16 approval as it meets the criteria for preliminary settlement approval. The Settlement falls within
17 the range of possible approval as fair, adequate, and reasonable, and appears to be the product of
18 arms-length and informed negotiations and to treat all Class Members fairly.

19 3. The parties’ proposed notice plan is constitutionally sound because individual
20 notices will be mailed to all class members whose identities are known to the parties, and such
21 notice is the best notice practicable. The parties’ proposed Notice of Proposed Class Action
22 Settlement and Final Approval Hearing (“Class Notice”) (Settlement Agreement, Exh. B; attached
23 hereto as Exhibit A), and proposed form of Class Member Information Sheet (Settlement
24 Agreement, Exh. C; attached hereto as Exhibit B) are sufficient to inform Class Members of the
25 terms of the Settlement, their rights under the Settlement, their rights to object to or comment on
26 the settlement, their right to receive a Settlement Share or opt out of the Settlement, and the
27 processes for doing so, and the date and location of the final approval hearing and are therefore
28 approved.

1 4. The following persons are certified as Class Members solely for the purpose of
2 entering a settlement in this matter:

3 All persons who worked for AT&T Mobility Services LLC in the State of
4 California, while classified as non-exempt, at any time from August 1, 2015 to the
5 date the Court preliminarily approves this Settlement, other than Natasha Ayala,
6 Kellen Shaw, Luis M. Salas Razo, Luis Adrian Elizondo, and Cristian de la Torre.

7 5. Class Members will receive a Class Settlement Share unless they timely opt out of
8 the Settlement according to the procedures outlined in the Class Notice.

9 6. Any Class Member may exclude himself or herself from the Settlement, by
10 submitting an Opt-Out Notice no later than 45 days after the mailing of the Class Notice, pursuant
11 to the procedures set forth in the Class Notice.

12 7. Atticus Administration is appointed to act as the Settlement Administrator,
13 pursuant to the terms set forth in the Settlement.

14 8. Plaintiffs Samuel Wallack, Miguel Garcia, Marbella Baltazar, Gonzalo Nurena,
15 Jonny Dagher, and Sean Voight are appointed as class representatives and they will fairly and
16 adequately protect the interests of the Class Members. Gregg I. Shavitz of the Shavitz Law Group,
17 P.A., and Edward Wynne of the Wynne Law Firm are appointed as Class Counsel and meet the
18 requirements to be Class Counsel.

19 9. Class Notices shall be disseminated according to the notice plan described in the
20 Settlement Agreement and substantially in the form submitted by the parties. Proof of distribution
21 of notice shall be filed by the parties at or prior to the final approval hearing.

22 10. AT&T is directed to provide the Settlement Administrator not later than 45 days
23 after the date of this order the Class Members' data, as specified by the Settlement Agreement.

24 11. The Settlement Administrator is directed to mail the approved Class Notices by
25 mail to the Class Members no later than 15 days after receipt of the Class data from AT&T, as
26 specified by the Settlement Agreement.

27 12. A final hearing will be held on _____, 2021, at ____:____.m., to
28 determine whether the Settlement should be granted final approval as fair, reasonable, and
adequate as to the Class Members. The Court will hear all evidence and argument necessary to

1 evaluate the Settlement, and will consider each Named Plaintiff's request for a Service Payment
2 and Class Counsel's request for the Class Counsel Fees Payment and Class Counsel Litigation
3 Expenses Payment. Class Members and their counsel may support or oppose the Settlement and
4 the motion for awards of the Named Plaintiffs' Service Payment and the Class Counsel Fees
5 Payment and Class Counsel Litigation Expenses Payment, if they so desire, as set forth in the Class
6 Notice.

7 13. Any Class Member who has timely objected to any term of the Settlement in
8 writing, postmarked no later than 45 days after notice of the Settlement was mailed, and whose
9 objection indicated that they intend to appear at the final approval hearing, may appear at the final
10 approval hearing in person or by his or her own attorney, and show cause why the Court should
11 not approve the Settlement, or object to the motion for awards of the Named Plaintiff Service
12 Payments and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
13 as set forth in the Class Notice. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator no later than [45 days after preliminary approval]:	_____
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class Data]:	_____
Deadline for Class Members to opt out, or object to, the Settlement, or submit disputes to the Settlement Administrator [45 days after mailing of Class Notice Packets]:	_____
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:	_____
Deadline for (1) counsel and Settlement Administrator to file supplemental declarations verifying proper service of class notice and receipt and filing of written objections; (2) any written response by any Party to written objections; and (3) submission of declarations and briefs in support of the requested Plaintiffs' Counsel's Attorneys' Fees and Litigation Expenses [10 business days before Final Approval Hearing]:	_____

1 Final Approval Hearing

2 14. The Court reserves the right to continue the date of the final approval hearing
3 without further notice to Class Members. The Court retains jurisdiction to consider all further
4 applications arising out of or in connection with the Settlement.
5

6 Dated: _____, 2021.

7 Hon. David Cohn
8 Judge of the Superior Court
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EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

To: All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to [date of preliminary approval].

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY AT&T. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL TO THE SETTLEMENT ADMINISTRATOR A SIGNED OPT-OUT NOTICE, POSTMARKED NOT LATER THAN [redacted], 2021, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED CLASS MEMBER SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH AT&T IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF THE CLASS MEMBER SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN BERNARDINO (THE "COURT") ENTERED ON [redacted], 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between Plaintiffs Samuel Wallack, Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher, and Sean Voight (the "Plaintiffs") and Defendant AT&T Mobility Services LLC ("AT&T"), in the class action pending in the Court (the "Action") brought on behalf of the following group of individuals (the "Class"):

All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to the [date of preliminary approval].

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because AT&T's records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement

Administrator. Unless you opt out of the Settlement, the Settlement and release will be binding on you if finally approved by the Court.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of San Bernardino, is titled *Samuel Wallack, et al. v. AT&T Mobility Services LLC* (the “Action”).

In this Action, Plaintiffs allege that from August 1, 2015 through [date of preliminary approval], AT&T failed to timely pay all wages due, including minimum wages and overtime wages; pay all penalties and premiums due; provide meal and rest periods; record meal periods; provide paid sick leave; maintain required records; provide suitable seating; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees.

AT&T denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, and has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and AT&T agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by AT&T that Plaintiffs’ claims in the Action have merit or that it has any liability to Plaintiffs or the proposed class on those claims. AT&T denies any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

Consistent with AT&T policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT? HIS NOTICE PACKAGE?

You are included in the Settlement if you fall within the following definition:

All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to [insert date of preliminary approval].

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. AT&T will pay \$4,040,000.00 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement.

2. The “Net Settlement Amount” means the amount remaining available for distribution as Settlement Shares to Class Members after deduction from the Gross Settlement Amount for the Named Plaintiffs’ Service Payments, Plaintiffs’ Counsel’s Attorneys’ Fees and Litigation Expenses, the Settlement Administration Costs, the payment to the Labor and Workforce Development Agency of the State of California (the “LWDA”), and any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms of this Settlement as approved by the Court.
3. Out of the Net Settlement Amount, AT&T will pay to each Class Member who does not timely submit a valid Opt-Out Notice a Settlement Share that is calculated *pro rata* based on the number of weeks that he or she worked in each position covered by the Settlement from August 1, 2015 through [date of preliminary approval] (if any), excluding any weeks for which the Class Member has previously released their claims for unpaid wages (if any) (“Covered Workweeks”), except that each Class Member’s Settlement Share will total at least \$50.00 regardless of the number of Covered Workweeks that they worked.
4. The Settlement Share for a Class Member will depend on the number of Covered Workweeks that they worked, subject to the minimum Settlement Share identified in Paragraph 3 above, and the amounts awarded by the Court for the payments to each Named Plaintiff as a Service Payment, Class Counsel, the LWDA, and the Settlement Administrator.
5. An approximation of your Settlement Share appears on your Class Member Settlement Information Sheet accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

1. You will be included in the Settlement and receive your proportional share of the Settlement unless you opt out from the Settlement, by mailing to the Settlement Administrator a valid Opt-Out Notice, postmarked **no later than 45 days after the Settlement Administrator first mails the Class Notices to the Class Members at the original address provided by AT&T**. The Opt-Out Notice must state clearly that you have received notice of the proposed settlement and you wish to be excluded from the class and to not participate in the proposed settlement. The Opt-Out Notice must be signed by you and include your printed name, address, telephone number, and AT&T employee identification number or the last four digits of your social security number. The Opt-Out Notice must be mailed, faxed, or hand delivered to the Settlement Administrator at the following address:

AT&T Wage-and-Hour Settlement Administrator
Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164

XXXXXX
Telephone: (800) XXX-XXXX
Facsimile: (800) XXX-XXXX

This Class Notice is also accessible electronically at the following website: XXXXX.

2. If you opt out of the Settlement by the deadline, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against AT&T.

WHAT IF THE INFORMATION ON THE ENCLOSED CLASS MEMBER INFORMATION SHEET IS INACCURATE?

1. The Parties have retained Atticus Administration to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.
2. If you dispute the information shown on your Class Member Settlement Information Sheet, you must ask the Settlement Administrator to resolve the matter by returning the sheet with the information that you contend is correct and including with the sheet any documentation you have to support your contention. In the event of such a dispute, AT&T will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, you, and AT&T, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and you, and non-appealable.

WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

1. **Class Members.** The Class Members (other than those who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Defendant and the Released Parties for the period of time employed in a non-exempt capacity that arise out of or relate to the allegations that, from August 1, 2015 through the date on which the court grants preliminary settlement approval, Defendant failed to timely pay all wages due, including minimum wages and overtime wages; failed to pay all penalties and premiums due; provide meal and rest periods; record meal periods; provide paid sick leave; maintain required records; provide suitable seating; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. These claims include but are not limited to claims brought under the California Labor Code Sections 201-204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 248.5, 248.6, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2699, California Business and Professions Code sections 17200-17208, Fair Labor Standards Act

(“FLSA”), 29 U.S.C. § 201 *et seq.*, and the Industrial Welfare Commission Wage Orders including but not limited to sections pertaining to “Meal Periods,” “Minimum Wages,” “Hours and Days of Work,” “Records,” and Section 14 of Wage Order 7. These claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest (the “Class Members’ Released Claims”).

2. **Named Plaintiff Service Payments:** Each Named Plaintiff will seek approval from the Court for a service payment of \$5,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. This payment, which will be paid in addition to each Plaintiff’s Settlement Share, will be made out of the Gross Settlement Amount.
3. **Class Counsel Fees and Expenses Payment:** As part of the final approval hearing, Class Counsel will request up to \$1,356,166, representing \$1,346,666 for their attorneys’ fees (33.33% of the Gross Settlement Amount) and up to \$9,500 for their expenses incurred in connection with their work in this case. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys’ fees and expenses payment is finally approved by the Court.
4. **Payment to LWDA:** Because Class Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the Labor and Workforce Development Agency of the State of California (the “LWDA”), which is entitled to share in any recovery of civil penalties, will be paid \$75,000 out of the Gross Settlement Amount as the LWDA’s share of the settlement of civil penalties.
5. **Costs of Administration:** AT&T will pay the reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, as part of the Gross Settlement Amount. This cost is \$45,000.00.
6. **Plaintiffs and Class Counsel’s Support of the Settlement:** Named Plaintiffs as Class Representatives and Class Counsel support the Settlement. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER? HIS NOTICE PACKAGE?

1. **Participating in the Settlement:** Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will receive a settlement check, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims

against AT&T and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

2. **Class Member Settlement Information Sheet:** The enclosed Class Member Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members are participating and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Class Member Settlement Information Sheet (including your mailing address) is correct, you need not return the form. Any correction to the Class Member Settlement Information Sheet must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [REDACTED], 2021**. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
3. **Objecting to the Settlement:** You may object to the terms of the Settlement by submitting your objection to the Settlement Administrator, postmarked not later than [REDACTED], 2021. Your objection must indicate whether you intend to appear at the final approval hearing.

MAIL YOUR OBJECTION TO:

Wallack v. AT&T, Settlement Administrator
c/o Atticus Administration.
[address]

Any written objection must state your full name, address, and the dates of your employment at AT&T.

If you submit a timely written objection, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection and you did not properly submit a timely opt-out statement, you will be bound by the terms of the Settlement and receive a Settlement Share.

THE LAWYERS FOR THE PARTIES

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AT&T'S COUNSEL

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DO NOT TELEPHONE THE COURT OR AT&T'S COUNSEL.

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2021, at [REDACTED] a.m., at the Superior Court of California, County of San Bernardino, 247 West Third St., San Bernardino, California, 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Named Plaintiff Service Payments, the Class Counsel Fees and Expenses Payment, and the LWDA Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have timely submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and available at [website]. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Clerk's Office, Superior Court of California, County of San Bernardino, 47 West Third St., San Bernardino, , California, 92415, during the Clerk's normal business hours; or you may contact Class Counsel at (561) 447-8888 or (415) 461-6400 or the Settlement Administrator. Reference the

Wallack/AT&T Wage and Hour Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR AT&T'S COUNSEL
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE
CLAIM PROCESS! YOU MAY, HOWEVER, CALL ANY OF THE CLASS
COUNSEL LISTED ABOVE OR THE CLAIMS ADMINISTRATOR AT
[NUMBER].**

Dated: [REDACTED], 2021

Hon. David Cohn
Judge of the Superior Court

EXHIBIT B

**Wallack v. AT&T Mobility Services LLC,
San Bernardino Superior Court, Case No. CIVSB2117915**

Class Action Settlement

CLASS MEMBER INFORMATION SHEET

IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT OF THE *WALLACK v. AT&T* CLASS ACTION, REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND OTHER INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT SHARE UNLESS YOU OPT OUT.

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION AND ANY SUPPORTING DOCUMENTATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NOT LATER THAN [REDACTED], 2021, TO:

Wallack v. AT&T Mobility Services LLC. Settlement Administrator
c/o Atticus Administration.

**PERSONNEL INFORMATION FOR
CLASS MEMBER RECEIVING THIS NOTICE**

1. Your name: _____
2. Your mailing address: _____

3. The last four digits of your Social Security number: XXX-XX-_____
4. Number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California from August 1, 2015 through [date of preliminary approval], excluding any weeks for which you have previously released your claims for unpaid wages: _____

Based on this information, your estimated settlement share is \$<<SHARE>>. Your estimated settlement share is calculated under the assumption that (i) the Court finally approves the settlement; (ii) all class members participate in the settlement; and (iii) the Court approves the amounts sought for the Service Payments to Named Plaintiffs, the Class Counsel's Attorneys'

Fees and Litigation Expenses Payment, the payment to the Labor and Workforce Development Agency of the State of California, and the Settlement Administration Costs. Your actual settlement share may end up being higher or lower than estimated.

IF ANY OF THE INFORMATION SHOWN ABOVE (NUMBERS 1 TO 4) IS NOT CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING ANY INFORMATION IN NUMBER 4 STATE WHAT YOU BELIEVE TO BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.

Corrected Information	
1. Your <i>corrected</i> name:	
2. Your <i>corrected</i> mailing address (include telephone number, starting with area code):	
3. <i>Corrected</i> last four digits of your Social Security number (you are <i>not</i> required to provide your entire Social Security number):	XXX-XX-_____
4. <i>Corrected</i> number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California from August 1, 2015 through [date of preliminary approval], excluding any weeks for which you have previously released your claims for unpaid wages:	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____, 2021.

(Signature)

PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT OR DELAY YOUR RECEIPT OF YOUR SETTLEMENT SHARE. TO UPDATE YOUR MAILING ADDRESS, PLEASE CALL

[INSERT].

EXHIBIT B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

To: All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to [date of preliminary approval].

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY AT&T. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL TO THE SETTLEMENT ADMINISTRATOR A SIGNED OPT-OUT NOTICE, POSTMARKED NOT LATER THAN [redacted], 2021, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED CLASS MEMBER SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH AT&T IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF THE CLASS MEMBER SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN BERNARDINO (THE "COURT") ENTERED ON [redacted], 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between Plaintiffs Samuel Wallack, Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher, and Sean Voight (the "Plaintiffs") and Defendant AT&T Mobility Services LLC ("AT&T"), in the class action pending in the Court (the "Action") brought on behalf of the following group of individuals (the "Class"):

All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to the [date of preliminary approval].

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because AT&T's records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement

Administrator. Unless you opt out of the Settlement, the Settlement and release will be binding on you if finally approved by the Court.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of San Bernardino, is titled *Samuel Wallack, et al. v. AT&T Mobility Services LLC* (the “Action”).

In this Action, Plaintiffs allege that from August 1, 2015 through [date of preliminary approval], AT&T failed to timely pay all wages due, including minimum wages and overtime wages; pay all penalties and premiums due; provide meal and rest periods; record meal periods; provide paid sick leave; maintain required records; provide suitable seating; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees.

AT&T denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, and has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and AT&T agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by AT&T that Plaintiffs’ claims in the Action have merit or that it has any liability to Plaintiffs or the proposed class on those claims. AT&T denies any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

Consistent with AT&T policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT? HIS NOTICE PACKAGE?

You are included in the Settlement if you fall within the following definition:

All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from August 1, 2015 to [insert date of preliminary approval].

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. AT&T will pay \$4,040,000.00 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement.

2. The “Net Settlement Amount” means the amount remaining available for distribution as Settlement Shares to Class Members after deduction from the Gross Settlement Amount for the Named Plaintiffs’ Service Payments, Plaintiffs’ Counsel’s Attorneys’ Fees and Litigation Expenses, the Settlement Administration Costs, the payment to the Labor and Workforce Development Agency of the State of California (the “LWDA”), and any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms of this Settlement as approved by the Court.
3. Out of the Net Settlement Amount, AT&T will pay to each Class Member who does not timely submit a valid Opt-Out Notice a Settlement Share that is calculated *pro rata* based on the number of weeks that he or she worked in each position covered by the Settlement from August 1, 2015 through [date of preliminary approval] (if any), excluding any weeks for which the Class Member has previously released their claims for unpaid wages (if any) (“Covered Workweeks”), except that each Class Member’s Settlement Share will total at least \$50.00 regardless of the number of Covered Workweeks that they worked.
4. The Settlement Share for a Class Member will depend on the number of Covered Workweeks that they worked, subject to the minimum Settlement Share identified in Paragraph 3 above, and the amounts awarded by the Court for the payments to each Named Plaintiff as a Service Payment, Class Counsel, the LWDA, and the Settlement Administrator.
5. An approximation of your Settlement Share appears on your Class Member Settlement Information Sheet accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

1. You will be included in the Settlement and receive your proportional share of the Settlement unless you opt out from the Settlement, by mailing to the Settlement Administrator a valid Opt-Out Notice, postmarked **no later than 45 days after the Settlement Administrator first mails the Class Notices to the Class Members at the original address provided by AT&T**. The Opt-Out Notice must state clearly that you have received notice of the proposed settlement and you wish to be excluded from the class and to not participate in the proposed settlement. The Opt-Out Notice must be signed by you and include your printed name, address, telephone number, and AT&T employee identification number or the last four digits of your social security number. The Opt-Out Notice must be mailed, faxed, or hand delivered to the Settlement Administrator at the following address:

AT&T Wage-and-Hour Settlement Administrator
Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164

XXXXXX
Telephone: (800) XXX-XXXX
Facsimile: (800) XXX-XXXX

This Class Notice is also accessible electronically at the following website: XXXXX.

2. If you opt out of the Settlement by the deadline, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against AT&T.

WHAT IF THE INFORMATION ON THE ENCLOSED CLASS MEMBER INFORMATION SHEET IS INACCURATE?

1. The Parties have retained Atticus Administration to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.
2. If you dispute the information shown on your Class Member Settlement Information Sheet, you must ask the Settlement Administrator to resolve the matter by returning the sheet with the information that you contend is correct and including with the sheet any documentation you have to support your contention. In the event of such a dispute, AT&T will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, you, and AT&T, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and you, and non-appealable.

WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

1. **Class Members.** The Class Members (other than those who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Defendant and the Released Parties for the period of time employed in a non-exempt capacity that arise out of or relate to the allegations that, from August 1, 2015 through the date on which the court grants preliminary settlement approval, Defendant failed to timely pay all wages due, including minimum wages and overtime wages; failed to pay all penalties and premiums due; provide meal and rest periods; record meal periods; provide paid sick leave; maintain required records; provide suitable seating; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. These claims include but are not limited to claims brought under the California Labor Code Sections 201-204, 210, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 248.5, 248.6, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2699, California Business and Professions Code sections 17200-17208, Fair Labor Standards Act

(“FLSA”), 29 U.S.C. § 201 *et seq.*, and the Industrial Welfare Commission Wage Orders including but not limited to sections pertaining to “Meal Periods,” “Minimum Wages,” “Hours and Days of Work,” “Records,” and Section 14 of Wage Order 7. These claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest (the “Class Members’ Released Claims”).

2. **Named Plaintiff Service Payments:** Each Named Plaintiff will seek approval from the Court for a service payment of \$5,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event they were unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. This payment, which will be paid in addition to each Plaintiff’s Settlement Share, will be made out of the Gross Settlement Amount.
3. **Class Counsel Fees and Expenses Payment:** As part of the final approval hearing, Class Counsel will request up to \$1,356,166, representing \$1,346,666 for their attorneys’ fees (33.33% of the Gross Settlement Amount) and up to \$9,500 for their expenses incurred in connection with their work in this case. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys’ fees and expenses payment is finally approved by the Court.
4. **Payment to LWDA:** Because Class Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the Labor and Workforce Development Agency of the State of California (the “LWDA”), which is entitled to share in any recovery of civil penalties, will be paid \$75,000 out of the Gross Settlement Amount as the LWDA’s share of the settlement of civil penalties.
5. **Costs of Administration:** AT&T will pay the reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, as part of the Gross Settlement Amount. This cost is \$45,000.00.
6. **Plaintiffs and Class Counsel’s Support of the Settlement:** Named Plaintiffs as Class Representatives and Class Counsel support the Settlement. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER? HIS NOTICE PACKAGE?

1. **Participating in the Settlement:** Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will receive a settlement check, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims

against AT&T and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

2. **Class Member Settlement Information Sheet:** The enclosed Class Member Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members are participating and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Class Member Settlement Information Sheet (including your mailing address) is correct, you need not return the form. Any correction to the Class Member Settlement Information Sheet must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [REDACTED], 2021**. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
3. **Objecting to the Settlement:** You may object to the terms of the Settlement by submitting your objection to the Settlement Administrator, postmarked not later than [REDACTED], 2021. Your objection must indicate whether you intend to appear at the final approval hearing.

MAIL YOUR OBJECTION TO:

Wallack v. AT&T, Settlement Administrator
c/o Atticus Administration.
[address]

Any written objection must state your full name, address, and the dates of your employment at AT&T.

If you submit a timely written objection, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection and you did not properly submit a timely opt-out statement, you will be bound by the terms of the Settlement and receive a Settlement Share.

THE LAWYERS FOR THE PARTIES

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San Diego, California 92121
Telephone: (858) 458-3013
Facsimile: (858) 458-3113

DO NOT TELEPHONE THE COURT OR AT&T'S COUNSEL.

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2021, at [REDACTED] a.m., at the Superior Court of California, County of San Bernardino, 247 West Third St., San Bernardino, California, 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Named Plaintiff Service Payments, the Class Counsel Fees and Expenses Payment, and the LWDA Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have timely submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and available at [website]. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Clerk's Office, Superior Court of California, County of San Bernardino, 47 West Third St., San Bernardino, , California, 92415, during the Clerk's normal business hours; or you may contact Class Counsel at (561) 447-8888 or (415) 461-6400 or the Settlement Administrator. Reference the

Wallack/AT&T Wage and Hour Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR AT&T'S COUNSEL
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE
CLAIM PROCESS! YOU MAY, HOWEVER, CALL ANY OF THE CLASS
COUNSEL LISTED ABOVE OR THE CLAIMS ADMINISTRATOR AT
[NUMBER].**

Dated: [REDACTED], 2021

Hon. David Cohn
Judge of the Superior Court

EXHIBIT C

**Wallack v. AT&T Mobility Services LLC,
San Bernardino Superior Court, Case No. CIVSB2117915**

Class Action Settlement

CLASS MEMBER INFORMATION SHEET

IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT OF THE *WALLACK v. AT&T* CLASS ACTION, REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND OTHER INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT SHARE UNLESS YOU OPT OUT.

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION AND ANY SUPPORTING DOCUMENTATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NOT LATER THAN [REDACTED], 2021, TO:

Wallack v. AT&T Mobility Services LLC. Settlement Administrator
c/o Atticus Administration.

**PERSONNEL INFORMATION FOR
CLASS MEMBER RECEIVING THIS NOTICE**

1. Your name: _____
2. Your mailing address: _____

3. The last four digits of your Social Security number: XXX-XX-_____
4. Number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California from August 1, 2015 through [date of preliminary approval], excluding any weeks for which you have previously released your claims for unpaid wages: _____

Based on this information, your estimated settlement share is \$<<SHARE>>. Your estimated settlement share is calculated under the assumption that (i) the Court finally approves the settlement; (ii) all class members participate in the settlement; and (iii) the Court approves the amounts sought for the Service Payments to Named Plaintiffs, the Class Counsel's Attorneys'

Fees and Litigation Expenses Payment, the payment to the Labor and Workforce Development Agency of the State of California, and the Settlement Administration Costs. Your actual settlement share may end up being higher or lower than estimated.

IF ANY OF THE INFORMATION SHOWN ABOVE (NUMBERS 1 TO 4) IS NOT CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING ANY INFORMATION IN NUMBER 4 STATE WHAT YOU BELIEVE TO BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.

Corrected Information	
1. Your <i>corrected</i> name:	
2. Your <i>corrected</i> mailing address (include telephone number, starting with area code):	
3. <i>Corrected</i> last four digits of your Social Security number (you are <i>not</i> required to provide your entire Social Security number):	XXX-XX-_____
4. <i>Corrected</i> number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California from August 1, 2015 through [date of preliminary approval], excluding any weeks for which you have previously released your claims for unpaid wages:	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____, 2021.

(Signature)

PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT OR DELAY YOUR RECEIPT OF YOUR SETTLEMENT SHARE. TO UPDATE YOUR MAILING ADDRESS, PLEASE CALL

[INSERT].

EXHIBIT D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

SAMUEL WALLACK, MIGUEL GARCIA,
MARBELLA BALTAZAR, GONZALO
NURENA, JONNY DAGHER, and SEAN
VOIGHT, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY SERVICES LLC,

Defendant.

CASE NO. CIVSB2117915

**[PROPOSED] ORDER GRANTING
JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: _____, 2021
Time: _____.m.
Dept.: _____
Judge: Hon. David Cohn

Action Filed: June 22, 2021
Trial Date: Not set

1 On [REDACTED], 2021, a hearing was held on the joint motion of Plaintiffs Samuel
2 Wallack, Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher, and Sean Voight
3 and Defendant AT&T Mobility Services LLC (“AT&T”), for final approval of their class
4 settlement (the “Settlement”) and payments to the Labor and Workforce Development Agency
5 and the Settlement Administrator. Gregg Shavitz of the Shavitz Law Group, P.A., and Edward
6 Wynne of the Wynne Law Firm appeared for plaintiffs, and Raymond W. Bertrand of Paul
7 Hastings LLP appeared for AT&T.

8
9 The parties have submitted their Settlement, which this Court preliminarily approved by
10 its [REDACTED], 2021, order (“Preliminary Approval Order”). In accordance with the
11 Preliminary Approval Order, Class Members have been given notice of the terms of the
12 Settlement and the opportunity to comment on or object to it or to exclude themselves from its
13 provisions.

14 Having received and considered the Settlement, the supporting papers filed by the parties,
15 and the evidence and argument received by the Court at the hearing before it entered the
16 Preliminary Approval Order and the final approval hearing on [REDACTED], 2021, the
17 Court grants final approval of the Settlement, and HEREBY ORDERS and MAKES
18 DETERMINATIONS as follows:

19 1. The following group of persons is hereby certified as class members for the
20 purpose of entering a settlement in this matter:

21 a. All persons who worked for AT&T Mobility Services LLC in the
22 State of California, while classified as non-exempt, at any time from August 1, 2015
23 through [date of preliminary approval], other than Natasha Ayala, Kellen Shaw, Luis M.
24 Salas Razo, Luis Adrian Elizondo, and Cristian de la Torre.

25 2. The Court finds and determines that this notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the settlement based on the responses of Class Members. The Court finds
28

1 and determines that the notice provided in this case was the best notice practicable, which
2 satisfied the requirements of law and due process.

3
4 3. For the reasons stated in the Preliminary Approval Order, the Court finds and
5 determines that the proposed class, as defined in the definitions section of the Settlement, meet
6 all of the legal requirements for class certification, and it is hereby ordered that the Class is
7 finally approved and certified as a Class for purposes of the Settlement.

8 4. The Court further finds and determines that the terms of the Settlement are fair,
9 reasonable, and adequate to the Class and to each Class Member and that the Class Members
10 who have not opted out will be bound by the Settlement, that the Settlement is ordered finally
11 approved, and that all terms and provisions of the Settlement should be and hereby are ordered
12 to be consummated.

13 5. The Court finds and determines that the Settlement Shares to be paid to the
14 Participating Class Members (Class Members who did not timely submit an Election Not to
15 Participate in Settlement), as provided for by the Settlement, are fair and reasonable. The Court
16 hereby gives final approval to and orders the payment of those amounts to be made to the
17 Participating Class Members out of the Net Settlement Amount in accordance with the
18 Settlement.

19 6. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
20 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
21 given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion
22 seeking approval of the Settlement with the Court, the Parties submitted to the LWDA a notice
23 of the Settlement enclosing a copy of the Settlement. The Court finds and determines that the
24 notice of the Settlement complied with the statutory requirements of PAGA.

25 7. The Court finds and determines that payment to the LWDA of \$75,000, and
26 payment to Aggrieved Employees of \$25,000, as each respective group's share of the settlement
27 of civil penalties under PAGA in this case is fair, reasonable, and appropriate. The Court hereby
28

1 gives final approval to and orders that the payment of those amounts be paid out of the Gross
2 Settlement Amount in accordance with the Settlement.

3
4 8. The Court finds and determines that the fees and expenses of Atticus
5 Administration, in administrating the settlement, in the amount of approximately \$45,000, are
6 fair and reasonable. The Court hereby gives final approval to and orders that the payment of
7 approximately that amount be paid out of the Gross Settlement Amount in accordance with the
8 Settlement.

9 9. The Court appoints Gregg Shavitz of the Shavitz Law Group, P.A., and Edward
10 Wynne of the Wynne Law Firm as Class Counsel.

11 10. In addition to any recovery that Plaintiffs may receive from the Net Settlement
12 Amount, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Classes and in
13 exchange for a general release of claims, the Court hereby approves the payment of a service
14 payment to each Named Plaintiff in the amount of \$5,000. This shall be paid from the Gross
15 Settlement Amount.

16 11. Pursuant to the authorities and argument presented to the Court, the Court
17 approves the payment to Class Counsel of attorneys' fees totaling 33.33% of the Gross
18 Settlement Amount, plus litigation expenses to Class Counsel in the sum of \$9,500. This shall
19 be paid from the Gross Settlement Amount.

20 12. Without affecting the finality of this order in any way, the Court retains
21 jurisdiction of all matters relating to the interpretation, administration, implementation,
22 effectuation, and enforcement of this order and the Settlement.

23 13. Upon completion of administration of the settlement, the Settlement
24 Administrator will provide written certification of such completion to the Court and counsel for
25 the parties.

26 14. Pursuant to the Settlement, Plaintiffs, the State of California, and all
27 Participating Class Members permanently release any and all claims against AT&T and any
28 present and former parents, subsidiaries and affiliated companies or entities, and their respective

1 officers, directors, employees, partners, shareholders and agents, and any other successors,
2 assigns and legal representatives and its related persons and entities as specified by the
3 Settlement.
4

5 15. The parties are hereby ordered to comply with the terms of the Settlement.

6 16. The Parties shall bear his, its or their own respective attorneys' fees and costs
7 except as otherwise provided in the Settlement.

8 17. The Court enters final judgment in the Action in accordance with the Settlement
9 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
10 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
11 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
12 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
13 law.

14 Dated: [REDACTED], 2021

15 Hon. David Cohn
16 Judge of the Superior Court
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EXHIBIT E

Edward Wynne
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Ste. 3G
Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900
ewynne@wynnelawfirm.com

Attorney for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SAMUEL WALLACK, MIGUEL GARCIA,
MARBELLA BALTAZAR, GONZALO
NURENA, JONNY DAGHER, and SEAN
VOIGHT, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY SERVICES LLC,

Defendant.

CASE NO. CIVSB2117915

**CLASS ACTION AND PAGA
SETTLEMENT**

Dept.: S-26
Judge: HON. DAVID COHN
Action Filed: June 22, 2021
Trial Date: Not set

1 To the California Labor and Workforce Development Agency:

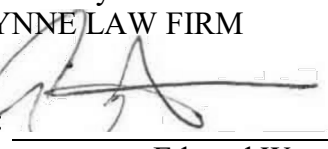
2 PLEASE TAKE NOTICE that the parties to this wage-and-hour class action have settled
3 the case, which includes settlement of a derivative Labor Code Private Attorneys General Act
4 ("PAGA") claim. In accordance with PAGA, Cal. Lab. Code § 2699(1)(2), Samuel Wallack,
5 Miguel Garcia, Marbella Baltazar, Gonzalo Nurena, Jonny Dagher and Sean Voight ("Plaintiffs")
6 provides this notice to the LWDA and attaches a copy of the parties' Settlement Agreement.

7 If you have any questions about this notice of the enclosed materials, please contact counsel
8 for Plaintiffs, as provided below:

9
10 Edward Wynne
11 WYNNE LAW FIRM
12 80 E. Sir Francis Drake Blvd., Ste. 3G
13 Larkspur, CA 94939
14 Telephone: (415) 461-6400
Facsimile: (415) 461-3900
ewynne@wynnelawfirm.com

15 Dated: August 11, 2021

16 Edward Wynne
17 WYNNE LAW FIRM

18 By: 

19 Edward Wynne

20 Attorneys for Plaintiffs

EXHIBIT F

Chart Identifying Location of Information Required for Motion for Preliminary Approval

#	Requirement from Checklists for Approval of Class Action Settlements, San Bernardino County Superior Court, Complex Litigation Program (Part I)	Cite
1.	A table listing the key financial terms of the settlement, including the gross settlement amount, each deduction from the gross amount, whether exact or in a “not to exceed” amount (such as the attorney fee, litigation costs, settlement administrator fee, incentive or service fee, payment to the LWDA for any PAGA allocation, and other deductions), and the net settlement amount.	Motion for Preliminary Approval of Class Action Settlement (“Mot.”) at II(C)(7)
2.	A copy of the settlement agreement signed by all parties (not only counsel).	Declaration of Edward J. Wynne, Esq. (“Wynne Dec”), at Exhibit 1 (the “Agreement”)
3.	A declaration by counsel addressing how the settlement was reached, that the settlement was negotiated at arms-length, whether a mediator assisted in reaching the settlement terms, and why the settlement is fair, adequate, and reasonable to the class.	Wynne Dec.
4.	The definition of the class, the class period, and the estimated number of class members.	Mot. at II(C)(1); IV(B)(1)
5.	A summary of the case, including the causes of action, the legal and factual basis for the claims, the discovery conducted to date, counsel’s investigation of the merits of the claims, the anticipated recovery if the case were to proceed to trial, and counsel’s assessment of any impediments to such recovery.	Mot. at II(A); II(C); IV(A)(2)
6.	The total settlement amount, including any non-cash consideration (and the value of any such non-cash consideration).	Mot. at II(C)(1)
7.	Whether the settlement is a fixed common-fund amount, to which defendants hold no further rights (i.e., “non-reversionary”); or whether the settlement amount is dependent	Mot. at II(C)(1)

	upon the number and amount of claims made by class members, with the remainder reverting to defendants (i.e., “reversionary”).	
8.	Whether the settlement provides for a cy pres distribution of excess funds and, if so, a declaration demonstrating the propriety of the cy pres recipient and distribution under Code of Civil Procedure section 384. When there are uncashed checks, the Court routinely approves appropriate cy pres organizations or payment to the State’s Unclaimed Property Fund in the name of the intended recipient.	Mot. at II(C)(1)
9.	The estimated average amount that class members will receive as their share of the settlement distribution. In class actions alleging Labor Code violations (“Wage & Hour Cases”), the total number of work weeks (or pay periods) and the estimated amount each class member will receive per work week (or pay period).	Mot. at II(C)(1)
10.	The proposed fee award to class counsel, including an analysis why the fee is appropriate.	Mot. at II(C)(6), IV(E)
11.	Whether the attorney fee (or other costs or reimbursements) will be paid directly by defendants as part of the settlement, or whether the fee award (or other costs or reimbursements) will be paid out of the “common fund” of settlement proceeds.	Mot. at II(C)(6)
12.	A declaration by class counsel addressing the lawyer’s knowledge and experience handling class actions and related complex litigation.	Wynne Dec.; Declaration of Gregg I. Shavitz (“Shavitz Dec.”)
13.	The amount of any proposed reimbursement of costs to class counsel, including an itemized detail of the costs incurred to date and the estimated future costs.	Mot. at II(C)(6), IV(E); Wynne Dec.; Shavitz Dec.
14.	Any proposed “incentive” or “service” award to the named plaintiff or plaintiffs, i.e., any payment to representative plaintiffs in addition to their proportionate share of the settlement, including an analysis why the proposed amount is appropriate, as compared to the amounts that absent class members will receive from the settlement.	Mot. at II(C)(6); IV(D)
15.	Declarations from each class representative stating what the representative specifically did as services to the class and	Declaration of Samuel Wallack;

	participation in the litigation, including the approximate amount of time spent on the case.	Declaration of Miguel Garcia; Declaration of Marbella Baltazar; Declaration of Johnny Dagher; Declaration of Gonzalo Nurena.
16.	What claims are being settled, including any claims which were not specifically alleged in the class action complaint, and the scope of the release provisions which will bind the class members and the defendants.	Mot. at II(C)(2)
17.	Any affirmative duties or obligations that the proposed settlement places upon class members.	Mot. at II(C)(2); II(C)(5)
18.	In “Wage and Hour” cases, the percentage of the net settlement that is characterized as wages for income tax purposes, and whether the defendant will be paying “employer-side” payroll taxes on the wages portion separately from the gross settlement amount. If the employer-side payroll taxes are deducted from the gross settlement amount, the estimated amount of the deduction, which should also be listed in the table (see item no. 1).	Mot. at II(C)(1)
19.	If there are related cases pending in other jurisdictions, what effect, if any, this settlement will have on the other actions.	Mot. at II(C)(8)
20.	A copy of the proposed written class notice, and a discussion of the procedures to be used for providing notice to the class.	Mot. at II(C)(4); Agreement, Exhibits B and C
21.	Whether the language of the class notice has been agreed to by counsel for the parties, or which portions are in dispute and need to be ruled upon by the court.	Mot. at II(C)(4); Agreement, Exhibits B and C
22.	Whether the class notice will be served by first-class mail, publication, or other method, including an explanation why the chosen method is the best means available to reach the greatest number of class members.	Mot. at II(C)(4); IV(A)(3)

23.	Whether the class notice adequately informs the class about the claims, the terms of the settlement, the release of claims, their anticipated distribution, the amount of fees and expenses being requested by class counsel, the amount of any incentive award to the class representatives, the opportunity to object and the requirements for objections, the date and place of the final approval hearing, and any opportunity to opt-out of the settlement and the procedure for requesting exclusion.	Mot. at IV(A)(3); Agreement at Exhibit B
24.	Whether class notice and receipt of any objections or opt-outs will be handled by counsel or by a third party administrator.	Mot. at II(C)(3); II(C)(5)
25.	Whether defendants have produced the class list (i.e., the names and addresses of class members) to plaintiffs' counsel or a third-party administrator, or when the class list will be ready and produced.	Mot. at IV(A)(3);
26.	The anticipated costs of class notice, including printing, mailing, searches to update the class list, handling telephone calls from class members, etc.	Mot. at II(C)(1)
27.	If a claim form is being sent along with the class notice, a copy of the proposed claim form, and a discussion of procedures for sending, receiving, and processing claims.	N/A, <i>but see</i> Agreement, Exhibit C
28(a).	A proposed order granting preliminary approval of the class settlement which includes: A copy of the Class Notice attached as exhibit and incorporated by reference.	Agreement, Exhibit 1 to Wynne Dec. at Exhibit A
28(b).	If sent with Class Notice, a copy of any Claim Form attached as exhibit and incorporated by reference.	N/A, <i>but see</i> Agreement, Exhibit C
28(c).	Findings that the settlement is fair, adequate, and reasonable, and in the best interests of the absent class members.	Agreement, Exhibit A at ¶ 2.
28(d).	Approval of any third-party administrator.	Agreement, Exhibit A at ¶ 7.
28(e).	The procedures and schedule for any objections, requests for exclusion, or claims submission by class members.	Agreement, Exhibit A at ¶ 13.

28(f).	A briefing schedule and hearing date for final approval of settlement, including filing of supplemental declarations by counsel and third-party administrators verifying proper service of class notice, and receipt and filing of written objections, and setting a schedule for any written response to objections, and submission of declarations and briefs in support of the requested fee award.	Agreement, Exhibit A at ¶ 13.
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