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Attorneys for Plaintiff Patrick Wilson,
all other Aggrieved Employees, and the Putative Class

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

PATRICK WILSON, in a representative
capacity on behalf of himself and all other
Aggrieved Employees,

Plaintiff,

vs.

PACIFIC BELL TELEPHONE COMPANY, a
California corporation; and DOES 1 – 10,
inclusive,

Defendants.

Case No.: 23CV046794

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF HUNTER PYLE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Reservation No.: 355760326375

Date: October 23, 2025
Time: 3:00 p.m.
Location: Dept. 25
Judge: Hon. Jenna Whitman

1 I, Hunter Pyle, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California and the principal
3 at Hunter Pyle Law, PC (“HPL”), in Oakland, California. I am counsel of record for Plaintiff Patrick
4 Wilson (“Plaintiff”) and the putative class.

5 2. I have read this declaration and know the contents of it. I certify that the contents are
6 true of my own personal knowledge except for those matters which are stated upon information and
7 belief, and as to those matters I believe them to be true based upon my investigation regarding this
8 case.

9 3. Attached hereto as **Exhibit 1** is the Class Action and PAGA Settlement Agreement
10 (“Settlement Agreement”),¹ executed by the Parties. The proposed Class Notice is **Exhibit A** to
11 **Exhibit 1**.

12 4. Attached as **Exhibit 2** is Plaintiff’s notice of Defendant Pacific Bell Telephone
13 Company’s (“Defendant”) alleged violations of California’s Kin-Care and Paid Sick-Leave laws,
14 Labor Code sections 233, 234, and 246.5, submitted to the LWDA on June 15, 2023.

15 5. Attached as **Exhibit 3** is Defendant’s Kin-Care and Sick-Leave policies updated on
16 February 16, 2024.

17 **MY BACKGROUND AND EXPERIENCE**

18 6. In 1997, I received a J.D. from Boalt Hall School of Law at the University of
19 California at Berkeley.

20 7. As a law student, I was a research assistant for Professor David Feller, a well-known
21 scholar in the field of labor and employment law. I also worked as a law clerk at Eggleston, Siegel &
22 Lewitter; Beeson, Tayer & Bodine; and Davis, Cowell & Bowe. Each of these firms represents
23 employees in the labor and employment context.

24 8. I have been practicing law since December 1997. From December 1997 through
25 October 2003, I was an associate at Siegel & Yee in Oakland, where I focused my practice mainly on
26 employment law. In that capacity, I was the primary attorney for numerous employment law cases
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28 ¹ All capitalized terms herein have the same meanings as those in the Settlement Agreement.

1 that resolved prior to trial, handling all aspects of these cases. Additionally, I served as second chair
2 in approximately ten trials.

3 9. In October 2003, I left Siegel & Yee and became a partner at Sundeen Salinas & Pyle.
4 In 2017, I left Sundeen Salinas & Pyle and created Hunter Pyle Law. Since that time, most of my
5 cases have involved employment law, and many of them have involved wage and hour matters. Over
6 the past ten years, I have tried approximately fifteen cases to verdict.

7 10. I have been approved as Class Counsel in the following cases (among others), which
8 resolved favorably for the class members: *Jackson v. ACE* (Alameda County Superior Court case no.
9 RG05241698; settled for \$1.1 million); *Beasley, et al., v. Allied Cash Advance* (Alameda County
10 Superior Court case no. 07359698; settled for \$400,000); *Schakow v. Lerner New York, Inc., et al.*
11 (Contra Costa County case no. MSC08-01145; settled for \$850,000); *Brown, et al. v. George S. May*
12 *International Company* (Alameda County Superior Court case no. 08413991; settled for \$750,000);
13 *Miriam Aquino Ruelas, et al. v. Neilmed Products, Inc.* (Sonoma County Case No. SCV245231;
14 settled for approximately \$600,000); *Randolph et al. v. AT&T Wireless Services, Inc., et al.* (Alameda
15 County Superior Court case no. RG05193855; settled for approximately \$70 million); *Booker II, et*
16 *al. v. Auto Guardian, et al.* (Alameda Superior Court case No. RG11562117; settled for \$775,000);
17 *Alonzo, et al. v. First Transit, Inc.* (Los Angeles Superior Court case no. BC433932; settled for \$2
18 million); *Lopez, et al. v. City of Montebello* (Los Angeles Superior Court case no. BC553076; settled
19 for \$1 million); *Sadiq v. Greatwide Dedicated Transport II, LLC* (Alameda County Superior Court
20 case no. RG15789114; settled for \$762,500); *Kostyuk v. Golden State Overnight Delivery Service,*
21 *Inc.* (Alameda County Superior Court case no. RG14727191; settled for \$1.25 million); *Newcomb, et*
22 *al. v. J.B. Hunt Transport, Inc.* (Alameda County Superior Court case no. RG16815734; settled for
23 \$750,000); *Hooper v. URS Midwest, Inc.,* (San Bernardino Superior Court Case No. CIV DS1607489;
24 settled for approximately \$3 million); *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior
25 Court case no. CGC-16-554398; settled for \$750,000); *Austin, et al. v. Foodliner, Inc.* (United States
26 District Court, Northern District of California case no. 4:16-cv-07185-HSG; settled for \$1.2 million);
27 *Castro, et al. v. ABM Industries, Inc., et al.* (United States District Court, Northern District of
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1 California case no. 4:17-cv-03026-YGR; settled for \$5,400,000); *Sales, et al. v. United Road*
2 *Services, Inc., et al.* (United States District Court, Northern District of California case no. 4:19-cv-
3 08404-JST; settled for \$7,500,000); and *Langlands, et al. v. Leland Stanford Junior University* (Santa
4 Clara County Superior Court case no. 19CV343871; settled for \$6,000,000).

5 11. Each of these cases, except for the *Randolph* case, was a wage and hour class action.
6 (*Randolph* was a consumer class action.)

7 12. I have prevailed in numerous contested motions for class certification, including in the
8 cases of *Castro, et al. v. ABM Industries, Inc., et al.* (United States District Court, Northern District of
9 California case no. 4:17-cv-03026-YGR); *Ortega et al. v. JBA Trucking* (Los Angeles Superior Court
10 case no. BC583827); and *Sales, et al. v. United Road Services, Inc., et al.* (United States District
11 Court, Northern District of California case no. 19-cv-08404-JST).

12 13. In 2006, 2007, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, I organized
13 and/or presented at annual CLEs put on by the Alameda County Bar Association Labor and
14 Employment Law Section regarding wage and hour law and class actions. The faculty for these CLEs
15 has included the Honorable George C. Hernandez, Jr., the Honorable Ronald Sabraw, the Honorable
16 Bonnie Sabraw, the Honorable Robert Freedman, the Honorable Steven Brick, the Honorable David
17 Flinn, the Honorable Richard A. Kramer, the Honorable Jenna Whitman, Walter Stemmler and
18 Phillip Obbard.

19 14. I am a Lecturer at U.C. Berkeley Law School (formerly known as Boalt Hall). From
20 2014 to 2016, I, along with one other Lecturer, taught the employment law course to second and third
21 year law students. The course materials included a survey of California wage and hour law. From
22 2017 to present I have taught an advanced seminar on California Wage and Hour Law.

23 15. I am the primary contributor to www.workersrightsblog.com. That blog covers recent
24 developments in employment law, including wage and hour law. Additionally, I am a co-author of
25 "Civil Penalties Under the California Private Attorneys General Act (PAGA)," Employment
26 Damages and Remedies (CEB 2014). I have also served as the updating editor for the Employee and
27 Union Member Guide to Labor Law (West), Chapter 2 ("Opposing Discriminatory Discharges").
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1 16. Almost every year from 2011 to present I have served on the faculty of the Stanford
2 Law School Trial Advocacy Workshop.

3 17. Almost every year from 2011 to present, I have been a panelist at annual seminars put
4 on by Bridgeport regarding California wage and hour law, including the Wage and Hour Litigation
5 Seminar.

6 18. I have made numerous other presentations regarding wage and hour law and class
7 actions. For example, in 2025 I have spoken on several panels regarding California's Private
8 Attorneys General Act. I have also spoken on separate panels discussing California wage and hour
9 law.

10 19. I am a member of the California State Bar Labor and Employment Law Section. In
11 addition, I regularly serve as a volunteer attorney at the Workers' Rights Clinic put on by the Legal
12 Aid Society of San Francisco Employment Law Center. I am also a member or past member of the
13 Alameda County Bar Association Labor and Employment Section and Trial Practice Section.

14 **FACTUAL AND PROCEDURAL BACKGROUND**

15 20. Upon information and belief, Defendant is one of the oldest and largest
16 telecommunications companies in the country. Plaintiff and the other Class Members worked for
17 Defendant throughout California.

18 21. Plaintiff commenced this action on October 6, 2023, alleging a single cause of action
19 under PAGA.² Plaintiff's claims focused on two policies maintained by Defendant: a Regular and
20 Reliable Attendance policy and a California Kin Care Policy. Plaintiff alleged that these policies
21 essentially treated the use of accrued sick leave and kin-care leave as attendance violations. As such,
22 Plaintiff alleged that they violated California's Kin-Care law, Labor Code sections 233 and 234, and
23 its Paid Sick-Leave law, Labor Code section 246.5.

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27 ² On June 15, 2023, prior to filing this action, Mr. Wilson submitted notice to the LWDA of
28 Defendant's alleged violations of California's Kin-Care and Paid Sick-Leave laws, Labor Code
sections 233, 234, and 246.5. (See **Exhibit 2.**)

1 22. Upon information and belief, on February 16, 2024, Defendant changed its Kin-Care
2 and Sick-Leave policies. The changes to these policies appear to address the issues raised in this
3 action.

4 **The *Macopson* Settlement**

5 23. On April 26, 2022, Joy Macopson filed a class and PAGA action alleging unpaid
6 wages, failure to provide meal periods and accurate wage statements, failure to reimburse business
7 expenses, and waiting-time penalties. That case, captioned *Joy Macopson v. Pacific Bell Telephone*
8 *Company* (Case No. 22STCV13800) was assigned for all purposes to the Hon. Stuart M. Rice of the
9 Superior Court of California, County of Los Angeles.

10 24. There was no mention of California's Kin-Care or Paid Sick-Leave laws in that
11 complaint or in Ms. Macopson's PAGA letter. Nevertheless, Ms. Macopson and Defendant entered
12 into a settlement agreement that encompassed the claims in this action.

13 25. On February 21, 2024, counsel for Defendant notified counsel for Plaintiff of the
14 existence of the *Macopson* Action and the Court's Order granting preliminary approval in that case.
15 Plaintiff then sought to intervene in the *Macopson* Action.

16 26. The *Macopson* Court initially allowed Plaintiff to intervene in that action. However,
17 after the California Supreme Court issued its decision in *Turrieta v. Lift*, Judge Rice vacated that
18 order and entered a new one *nunc pro tunc* denying Plaintiff's request to intervene.

19 27. The LWDA also got involved in the *Macopson* settlement. Specifically, upon
20 information and belief, on June 7, 2024, the LWDA notified Defendant and Ms. Macopson that it was
21 commencing an investigation of the Labor Code violations alleged in Ms. Macopson's amended
22 PAGA notice. (See **Exhibits 4 and 5.**) The LWDA then served interrogatories on and subpoenaed
23 documents from Defendant. Defendant then initiated a complete investigation of its internal data,
24 documents, and records in order to provide the LWDA with complete responses.

25 28. It is my understanding, based on information and documents that I have received from
26 Defendant's counsel, that Defendant then sent a letter to the LWDA addressing the agency's inquiry
27 into Defendant's process for administering and providing paid leave to its California employees. I
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have reviewed, a redacted copy of that letter. According to the letter, Defendant uncovered evidence showing that just three workers were potentially impacted by their failure to follow Defendant's process for requesting protected leave; and just one of those workers experienced that impact within the 46-day window in which Defendant's administrative requirements for designating protected leave could have potentially violated California law. The letter also states that all three workers received their paid time off; the time just was not protected due to each employee's respective failure to follow Defendant's processes for requesting protected leave. One of these employees was Mr. Wilson.

29. On October 1, 2024, the LWDA concluded its investigation but made no determinations as to the merits of the underlying allegations. (See **Exhibit 6.**)

30. The *Macopson* Court granted final approval of the class and PAGA settlement in that case on November 14, 2024. The State of California, LWDA, and Aggrieved Employees have thus released all claims for civil penalties alleged in the operative *Macopson* PAGA Notice—which, again, included the same paid sick leave and kin care violations alleged here—through March 21, 2024.

The Settlement in This Case

31. After the settlement in *Macopson* was final, Wilson and Defendant turned their attention to determining whether they could negotiate a settlement in this Action.

32. Ultimately, Plaintiff and Defendant were able to reach terms on the proposed agreement that is the subject of this motion. On July 22, 2025, Wilson filed a First Amended Complaint, which added claims on behalf of a putative class to the Action. The First Amended Complaint is the operative complaint in this Action (“Operative Complaint.”).

33. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

THE PROPOSED SETTLEMENT

34. Plaintiff brings this action based on two policies maintained by Defendant: its Regular and Reliable Attendance policy and its California Kin Care Policy. Plaintiff alleges that these policies

essentially treated the use of accrued sick leave and kin-care leave as attendance violations, and, as such, violated California's Kin-Care law, Labor Code sections 233 and 234, and its Paid Sick-Leave law, Labor Code section 246.5.

35. Plaintiffs seeks to represent a class comprised of the following individuals (the "Class"):

All individuals who are or previously were employed by Defendant in California and classified as non-exempt employees during the period from January 1, 2021, through the date that the Court grants preliminary approval of the Settlement (the "Class Period").

36. These individuals are readily identifiable using Defendant's payroll and HR records.³

37. The proposed settlement in this case is not claims-made.

38. The Settlement Agreement provides that Defendant shall pay the Gross Settlement Amount of \$225,000 to resolve the claims alleged in the Action.

39. Based on a review of its records to date, Defendant estimates there are approximately 9,500 Class Members who collectively worked a total of nearly 1,600,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement.

40. Defendant also estimates that there were approximately 6,800 Aggrieved Employees who worked approximately 205,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.

Settlement Amount

41. The Gross Settlement Amount of \$225,000 that Defendant agrees to pay to settle this Action shall include all Settlement Share payments to Participating Class Members, the PAGA Allocation, the Settlement Administrator's fees and expenses, the Class Representative Service Payment, and the Class Counsel Fees and Expenses Payment, pending this Court's approval. No additional funding or payment by Defendant will be required for any such obligations.

42. Pursuant to the Settlement, Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the Administrator provides

³ As explained more fully below, Defendant has already identified 9,500 Class Members.

its wire transfer information. Within 3 days of the Effective Date of this Agreement, the Settlement Administrator will provide Defendant with wire transfer information.

43. The Settlement Agreement provides that any and all claims for PAGA penalties alleged in the LWDA Letter attached as **Exhibit 2** have been settled for the amount of \$11,250, which shall be allocated as follows: 75% (\$8,437.50) shall be paid to the LWDA and 25% (\$2,812.50) shall be distributed to the Aggrieved Employees.

44. The Settlement Administrator's fees and costs shall not exceed \$47,000 and will be deducted from the Gross Settlement Amount, upon approval by the Court.

45. Plaintiff's counsel will apply to the Court for an award of \$7,500 to be paid to Plaintiff as a service payment in recognition of his service to the Class.

46. The Settlement Agreement permits Plaintiff's counsel to apply to the Court for an award of attorneys' fees not to exceed one-third the Maximum Settlement Amount, or \$75,000, plus reasonable actual litigation costs not to exceed \$5,000.

47. The Net Settlement Amount is the Gross Settlement Amount minus the PAGA Allocation; the Settlement Administrator's fees and expenses; the Class Representative Service Payment; and the Class Counsel Fees and Expenses Payment, pending this Court's approval. The Net Settlement Amount is currently estimated to be \$79,250.00 and the PAGA Payment allocated to Aggrieved Employees is currently projected to be an additional \$8,437.50, as follows:

Gross Settlement Amount:	\$ 225,000.00
Less PAGA Allocation	-\$ 11,250.00
Less Settlement Administration Costs	-\$ 47,000.00
Less Service Payment	-\$ 7,500.00
Less Attorneys' Fees	-\$ 75,000.00
<u>Less Litigation Costs</u>	<u>-\$ 5,000.00</u>
NET SETTLEMENT AMOUNT	\$ 79,250.00

PAGA ALLOCATION:	\$ 11,250.00
<u>Less LWDA PAGA Payment</u>	<u>-\$ 8,437.50</u>
PAYMENT TO AGGRIEVED EMPLOYEES	\$ 2,812.50

48. This is not a claims-made Settlement. Participating Class Members will receive a portion of the Net Settlement Amount as long as they do not opt out of the Settlement. All Aggrieved Employees will receive their portion of the PAGA Settlement.

49. The Settlement is also non-reversionary. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

NOTICE PROCEDURE

50. The Parties have agreed that Atticus Administration, a well-reputed settlement administrator, will serve as the Settlement Administrator. Atticus Administration has provided a bid of \$47,000 for the proposed administrative work.

51. Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. The Class Notice is attached as Exhibit A to the Settlement Agreement.

52. The Class Notice informs each Class Member of their right to object to and opt-out of the Settlement. The Class Notice provides instructions regarding how to object to the Settlement, how to opt-out of the Settlement, and how to dispute the computation of a Class Member's Settlement Share and PAGA Payment.

53. Class Members will have 60 days in which to postmark objections, disputes, and requests for exclusion. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member.

54. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims belong to the State of California and are thus subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

1 **CALCULATION OF PAYMENTS AND DISTRIBUTION TO CLASS MEMBERS**

2 55. Each Participating Class Member will receive a Settlement Share based on the actual
3 number of Workweeks worked by all Participating Class Members during the Class Period and.

4 56. The Settlement Administrator shall calculate each Class Member's Settlement Share
5 as follows: Each Participating Class Member shall receive a pro rata share of the Net Settlement
6 Amount that is calculated by (a) dividing the Net Settlement Amount by the total number of
7 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying
8 the result by each Participating Class Member's Workweeks.

9 57. The Settlement Administrator shall calculate each Aggrieved Employee's PAGA
10 Payment as follows: From the \$11,250 PAGA Allocation, one-quarter (25%) (\$2,812.50) shall be
11 allocated to the Individual PAGA Payments, which shall be calculated by dividing the amount of the
12 Individual PAGA penalties by the total number of PAGA Pay Periods worked by all Aggrieved
13 Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's
14 PAGA Pay Periods. The remaining three-quarters (75%) (\$8,437.50) of the PAGA Settlement shall
15 be distributed to the LWDA.

16 58. For tax reporting, the entirety of each Participating Class Member's Individual Class
17 Payment will be allocated to settlement of claims for penalties. The Individual Class Payment is thus
18 not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class
19 Members assume full responsibility and liability for any taxes owed on the Individual Class Payment.
20 The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

21 59. Within 7 days after Defendant funds the Gross Settlement Amount, the Settlement
22 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the
23 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
24 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
25 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
26 and the Class Representative Service Payment shall not precede disbursement of Individual Class
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1 Payments and Individual PAGA Payments. The checks will remain negotiable for 180 days from the
2 date of mailing.

3 60. For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
5 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name
6 of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California
7 Code of Civil Procedure Section 384, subd. (b).

8 **THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT**

9 61. The Settlement results in a benefit to all Class Members for the alleged violations
10 California's Kin-Care law, Labor Code sections 233 and 234, and its Paid Sick-Leave law, Labor
11 Code section 246.5. Participating Class Members will receive an award based on the number of
12 Workweeks worked during the Class Period.

13 62. Upon information and belief, Defendant changed the policies at issue on February 16,
14 2024, so as to address the concerns raised in this litigation. (See **Exhibit 3.**)

15 63. Any PAGA claims arising from Defendant's conduct as alleged in this case through
16 March 21, 2024, have already been released by virtue of the settlement in *Macopson*.

17 64. The LWDA conducted a thorough investigation into the claims at issue here and did
18 not issue any adverse findings; (See **Exhibits 4-6.**)

19 65. Upon information and belief, Defendant has carefully reviewed its payroll records and
20 determined that a maximum of three employees, including Plaintiff, had been impacted by the
21 policies at issue.

22 66. Accordingly, even if Plaintiff could prove that Defendant's policies had violated
23 California law, which Defendant strenuously opposes, there would be significant risks in litigating
24 this case any further, which must be taken into account. Furthermore, the value of the claims at issue,
25 even if Plaintiff were to prevail and somehow overcome the release described above, would likely be
26 minimal. The amount of the Settlement recognizes these risks.

1 **The PAGA Penalties**

2 67. The Parties have agreed to allocate \$11,250 to the PAGA penalties in this case in light
3 of Defendant's possible defenses and the Court's authority to reduce any award that is "unjust,
4 arbitrary and oppressing, or confusing."

5 68. Upon information and belief, according to Defendant's detailed analysis of its payroll
6 records, only three individuals were impacted by the policies at issue. Furthermore, those individuals'
7 PAGA claims have already been released by the Macopson settlement. Finally, the LWDA
8 investigated the claims and, while it did not make any determination as to the merits, it also did not
9 issue any adverse findings. Therefore, the value of the PAGA penalties is likely to be minimal.

10 69. The LWDA has been notified of the PAGA aspects of the Settlement. Plaintiff's
11 counsel will notify the Court if they receive any response from the LWDA regarding the Settlement.

12 **The Settlement is the Product of Non-Collusive, Arm's-Length and Informed Negotiations**

13 70. In this case, the Settlement was reached after the parties attended mediation and
14 continued in arm's-length negotiations between the Parties.

15 71. In reaching the Settlement, counsel on both sides relied on their substantial litigation
16 experience in similar employment class actions. Information gleaned from litigation and investigation
17 informed Plaintiff's counsel's assessment of the strengths and weaknesses of the case and the benefits
18 of the Settlement.

19 72. Thus, the Settlement is the product of informed and non-collusive arm's-length
20 bargaining and is entitled to a presumption of fairness.

21 **The Experience and Views of Plaintiff's Counsel**

22 73. Plaintiff and Plaintiff's counsel have vigorously prosecuted this case and will continue
23 to do so.

24 74. Plaintiff's counsel conducted a thorough investigation into the facts of the Action.
25 Information gleaned from Plaintiff's counsel's litigation of the claims at issue, both in this case and in
26 *Macopson*, informed their assessment of the merits and risks of the case and the benefits of the
27 Settlement.
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75. In light of this information, Plaintiff's counsel are of the opinion that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, the risk that Defendant will prevail on their defenses, and potential appellate issues.

76. In addition to being thoroughly familiar with this case, Plaintiff's counsel has expertise in handling wage and hour class actions such as this and, therefore, is well-qualified to represent the Plaintiff and the Class. Therefore, the recommendation of Plaintiff's counsel also weighs in favor of Settlement approval.

The Proposed Release is Narrowly Tailored

77. The release of claims in the Settlement is extremely narrowly-tailored and limited to the claims actually brought in this case: any and all claims for alleged violations of California Labor Code §§ 233–234 and § 246.5, as well as any claims for wages, damages, unpaid costs or expenses, penalties (including, but not limited to, waiting time and wage statement penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief based upon a violation of section §§ 233, 234, and/or 246.5.

78. The PAGA release is also narrowly tailored. Paragraph 5.3 of the Settlement provides that Plaintiff —“on behalf of the State of California, the LWDA, and the Aggrieved Employees”— releases and discharges “any and all claims for civil penalties that were alleged in the PAGA Notice for the duration of the PAGA Period.” Accordingly, the PAGA release is limited to those claims of which the LWDA had notice, and which the LWDA decided not to pursue.

79. Accordingly, the PAGA release is limited to those claims of which the LWDA had notice and which the LWDA decided not to pursue.

80. The Class Notice in this case satisfies the criteria under Rule of Court 3.769 and “fairly apprise(s) the class members of the terms of the proposed settlement and of the options open to dissenting class members.”

81. The Class Notice is therefore crafted to ensure that Class Members are alerted to the terms of the settlement.

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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Patrick Wilson (“Plaintiff”); and defendant Pacific Bell Telephone Company (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging California Labor Code violations against Defendant captioned *Patrick Wilson v. Pacific Bell Telephone Company* pending before the Superior Court of the State of California, County of Alameda (the “Court”), Case Number 23CV046794.
- 1.2. “Administrator” means Atticus Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means Class Members who are or previously were employed by Defendant in California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Hunter Pyle of Hunter Pyle Law, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and data sufficient to calculate the number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” mean the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from January 1, 2021, through the date the Court Grants preliminary approval of this Settlement.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representatives Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Alameda.
- 1.16. “Defendant” means named Defendant Pacific Bell Telephone Company.
- 1.17. “Defense Counsel” means Raymond W. Bertrand and James P. de Haan of Paul Hastings LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means **\$225,000**; which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9

below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and the Administrator's Expenses.

- 1.22. "Individual Class Payment" means the Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. "PAGA Period" means the period from March 21, 2024, through the end of the Class Period.
- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. "PAGA Notice" mean Plaintiff's June 15, 2023, letter submitted to Defendant and the LWDA, which provided notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,812.50) and the 75% to LWDA (\$8,437.50) in settlement of PAGA claims.
- 1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. "Plaintiff" means Patrick Wilson, the named Plaintiff in the Action.
- 1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.37. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.40. "Released Parties" means: Defendant and any of Defendant's present and former parents, subsidiaries, successors, and their respective directors, employees, officers, partners, shareholders, owners, members, agents, attorneys, insurers, and assigns.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

- 2.1. On October 6, 2023, Plaintiff Patrick Wilson commenced his action against Defendant. On July 22, 2025, Wilson filed a First Amended Complaint, which added claims on behalf of a putative class to the Action. The First Amended Complaint is the operative complaint in the Action (“Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Wilson gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. While this matter was pending, Defendant settled *Joy Macopson v. Pacific Bell Telephone Company* (Case No. 22STCV13800)—a separate class and representative action pending before the Hon. Stuart M. Rice of the Superior Court of California, County of Los Angeles; which included a claim under PAGA premised on the same violations of California’s paid sick leave and kin care laws as alleged here.

The *Macopson* Court initially allowed Plaintiff to intervene in that action. However, a change in the law led it to vacate that order and enter a new one *nunc pro tunc* denying Plaintiff’s request to intervene.

The *Macopson* Court preliminarily approved the settlement before it on March 21, 2024; and granted final approval on November 14, 2024. The State of California, LWDA, and Aggrieved Employees have thus released all claims for civil penalties alleged in the operative *Macopson* PAGA Notice—which, again, included the same paid sick leave and kin care violations alleged here—through March 21, 2024.

Therefore, the Parties turned their attention towards fully, finally, and forever settling the class and limited PAGA claims that will remain in this Action post-*Macopson*.

- 2.4. Prior to entering into settlement discussions, Plaintiff obtained, through informal discovery, documents and testimony. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below, Defendant promises to pay **\$225,000** and no more as the Gross Settlement Amount. No additional funding or payment by Defendant will be required for any such obligations. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following further payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 **To Plaintiff:** A Class Representatives Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. , Plaintiff will seek Court approval for any Class Representative Service Payments as part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment.. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Plaintiff agrees to provide the Administrator with a fully executed current IRS Form W-9 and, if currently living in California, a fully executed current California Form 590 Withholding Exemption Certificate within 3 court days of Final Approval. Plaintiff's name on the IRS Form W-9 and California Form 590 Withholding Exemption Certificate must match his name in this Agreement for the Administrator to process the Class Representative Service Payment. The Administrator will then pay the Class Representatives Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than one third of the Gross Settlement, which is currently estimated to be \$75,000 and a Class Counsel Litigation Expenses Payment of not more than \$5,000. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the

Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$47,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$47,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. The entirety of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties. The Individual Class Payment is thus not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on the Individual Class Payment.
 - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$11,250 to be paid from the Gross Settlement Amount, with 75% (\$8,437.50) allocated to the LWDA PAGA Payment and 25% (\$2,812.50) allocated to the Individual PAGA Payments.
 - 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%

share of PAGA Penalties (\$2,812.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5.3 Single Check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Class Payment and Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 9,500 Class Members who collectively worked a total of nearly 1,600,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement.

Based on a review of its records to date, Defendant also estimates that there were approximately 6,800 Aggrieved Employees who worked approximately 205,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.

4.2. Class Data. Not later than 60 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform work under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Within 3 days of the Effective Date of this Agreement, the Settlement Administrator will provide Defendant with wire

transfer information. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the Administrator provides its wire transfer information.

- 4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the

name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and Judgment is final, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. **Plaintiff's Release.** In consideration of his Service Payment, Class Member Payment, and the other terms and conditions of the Settlement, Plaintiff Patrick Wilson releases any and all of his known and unknown claims against Defendant, and any of Defendant's present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, owners, members, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (“Plaintiff's Release”). Plaintiff understands and agrees that this release includes a good-faith compromise of disputed wage claims.

- 5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 5.2. **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims for alleged violations of California Labor Code §§ 233–234 and § 246.5, as well as any claims for wages, damages, unpaid costs or expenses, penalties (including, but not limited to, waiting time and wage statement penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief based upon a violation of section §§ 233, 234, and/or 246.5. This release shall also extend to claims brought under California Business and Professions Code § 17200, *et seq.*, for violations of section §§ 233, 234, and/or 246.5.

Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release of PAGA Claims. In consideration of the PAGA Settlement Amount, Plaintiff Patrick Wilson—on behalf of the State of California, the LWDA, and the Aggrieved Employees—releases and discharges the Released Parties of any and all claims for civil penalties that were alleged in the PAGA Notice for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that were alleged in the PAGA Notice for the duration of the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklists for Preliminary Approvals.

- 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Plaintiff's Responsibilities.

- 6.2.1 Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense

Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, as well as its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2.2 Pursuant to the PAGA, Plaintiff will also submit a copy of this Agreement, to the LWDA on the same day they file the Motion for Preliminary Approval. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, and will request the Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Atticus Administration to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Notices to Class Members.
 - 7.4.1 No later than 15 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notices shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator

has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections; challenges to Workweeks and/or Pay Periods; and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The

Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims belong to the State of California and are thus subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculations. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may mount these challenges by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating

Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Workweeks and/or Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. In the event of such a dispute, Defendant will have the right to review Defendant's payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Defendant, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Calculations Prior to Disbursing Funds. Within 7 days after the Effective Date, the Settlement Administrator will provide Class Counsel and Defense Counsel with the following information for each Class Member: (a) whether the Class Member opted-out or objected to the Settlement; (b) the number of Workweeks used to calculate the Individual Class Payment; (c) the number of Pay Periods use to calculate the Individual PAGA Payment; (d) the amount of the Individual Class Payment, if any; and (e) the amount of the Individual PAGA Payment.
- 7.8.7 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 7.8.8 Tax Obligations. The Settlement Administrator will (1) within 3 days of Preliminary Approval, provide Defendant with the Administrator's current IRS Form W-9 and California Form 590 Withholding Exemption Certificate; and (2) within 5 days of Final Approval, provide Defendant an invoice on the Administrator's letterhead, addressed to Rebecca Jensen (2260 E. Imperial Hwy, 3rd Floor, El Segundo, CA 90245), itemizing the Class Settlement Fund.

The Settlement Administrator (and not Defendant) will issue 1099s on all funds distributed.

8. **CLASS SIZE ESTIMATES.** Based on a review of its records to date, Defendant estimates there are (1) approximately 9,500 Class Members who collectively worked a total of nearly 1,600,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement; and (2) approximately 6,800 Aggrieved Employees who worked approximately 205,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.
9. **MUTUALRIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, either Party may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if the other Party elects to withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Plaintiff or Defendant must notify counsel for the other Party and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will—subject to Defendant's review and approval—file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will

expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To **HUNTER PYLE LAW**
Plaintiff: c/o Hunter Pyle
505 14th Floor, Suite 600
Oakland, CA 94612

E-Mail:
hunter@hunterpylelaw.com

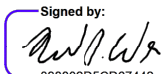
To **PAUL HASTINGS LLP**
Defendant: c/o Raymond W. Bertrand
James P. de Haan
4655 Executive Drive, Suite 350
San Diego, CA 92121

E-Mail:

raymondbertrand@paulhastings.com
jamesdehaan@paulhastings.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Moreover, DocuSign, facsimile and scanned copies of signatures shall be accepted as valid and binding. Any electronic signatures shall be applied through DocuSign, and any signatory who opts to sign this Agreement electronically shall provide the DocuSign certificate for their electronic signature(s) to the other Parties.
- 12.19 Severability. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 6.4, 9, and 10.2 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.
- 12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF PATRICK WILSON

Signature:  _____
Signed by: 000002056067442...

Date: 8/20/2025

HUNTER PYLE LAW

Hunter Pyle (SBN 191125)

Attorneys for Plaintiff Patrick Wilson

Signature:  _____

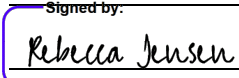
Date: 09/09/2025

DEFENDANT PACIFIC BELL TELEPHONE COMPANY

Print Name: Rebecca Jensen

Date: 8/25/2025

Title: AVP Sr Legal Counsel

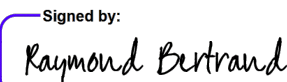
Signature: 
FD90F4ED9A3C409...

PAUL HASTINGS LLP

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

Attorneys for Defendant Pacific Bell Telephone Company

Signature: 
0632988773A8473...

Date: 9/9/2025

EXHIBIT A

ALAMEDA COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION

Patrick Wilson v. Pacific Bell Telephone Company

If you were employed by Pacific Bell Telephone Company in California and classified as non-exempt employees, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Alameda County Superior Court has authorized this notice in the matter of *Wilson v. Pacific Bell Telephone Company*, Case No. 23CV046794 (the “**Action**”). This is not a solicitation from a lawyer.

- Plaintiff Patrick Wilson (“**Plaintiff**”) filed a class and representative action lawsuit against Pacific Bell Telephone Company (“**Defendant**”) on October 6, 2023.
- Plaintiff alleges that Defendant’s “California – Kin Care” and “Regular and Reliable Attendance” policies and related practices violate California’s Kin Care law, Labor Code sections 233 and 234, and its Paid Sick-Days law, Labor Code section 246.5. Specifically, Plaintiff alleges these policies treat the use of accrued kin-care and the use of accrued paid sick-days as unprotected absences subject to discipline.
- Plaintiff claims that as a result Defendant’s Labor Law violations, Defendant committed unfair business practices, and is liable for civil penalties under the Private Attorneys General Act (“**PAGA**”).
- Defendant disputes Plaintiff’s claims. Defendant expressly and specifically denies violating any laws, and further denies the case meets the requirements for class certification.
- For settlement purposes only, the Court has conditionally certified the Action to be a class action on behalf of all current and former employees who are or were employed by Defendant at any time from January 1, 2021 to October 23, 2025, and who worked in California during this time period and were classified as non-exempt employees (the “**Class Members**”).
- Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before **[60 days from date of notice]**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	(1) Receive part of the Settlement. <i>If you do not do anything upon receipt of this notice, you will receive a sum of money based on the number of workweeks you worked for Defendant from January 1, 2021 to October 23, 2025; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendant for violations that occurred from January 1, 2021 to October 23, 2025.</i>
(2) OPT-OUT	(2) Opt-out or exclude yourself from the Settlement. <i>If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Class portion of the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.</i>
(3) OBJECT	(3) Write to the Court about why you object to the Settlement. <i>If you object to the Settlement, you can write to the Court about why you don’t agree with the Settlement. You may also present oral objections to the Court at the Final Approval Hearing. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.</i>

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

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You are receiving this notice because the Alameda County Superior Court has granted preliminary approval of a class action settlement for settlement purposes only, and Defendant's records indicate that you may be a member of the Settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Class Member, your interests are being represented at no expense to you by Hunter Pyle of Hunter Pyle Law, PC ("Class Counsel"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On October 6, 2023, Plaintiff filed a complaint in Alameda County Superior Court (the "**Court**") on behalf of the State of California and Aggrieved Employees. Plaintiff filed the operative First Amended Complaint on July 22, 2025, which alleges claims on behalf of the State of California, Aggrieved Employees, and Class Members against Defendant for: (1) violations of California's Paid Sick Leave and Kin Care laws; and (2) PAGA violations, based on the preceding claims.

The Parties thoroughly investigated the case. Plaintiff and Defendant were able to agree on a Settlement of the case. **Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class.** Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant further denies the case meets the requirements for class certification. Defendant settled the Action in order to avoid costly, disruptive, and time-consuming litigation.

On [date of preliminary approval order], the Court gave preliminary approval of the Settlement and conditionally certified the Settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendant had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Defendant has agreed to pay \$225,000 to settle the Action ("**Gross Settlement Amount**"). The Gross Settlement Amount includes all Settlement Share payments to Participating Class Members, the PAGA settlement, the Settlement Administrator's fees and expenses, the Service Payment to the Class Representative, and Class Counsel attorneys' fees and litigation costs.

The "**Net Settlement Fund**" is the remainder of the Maximum Settlement Amount after the deductions have been made for the following items: (a) \$11,250 for the PAGA settlement; (b) up to \$47,000 for the Settlement Administrator's fees and expenses; (c) up to \$7,500 to Plaintiff for serving as the class representative; (d) up to \$75,000 for the Class Counsel's attorneys' fees and (e) up to \$5,000 for Class Counsel's litigation costs.

B. Who is Included in the Settlement?

Included in the Settlement are all individuals who are or previously were employed by Defendant in California and

classified as non-exempt employees during the period of January 1, 2021 to October 23, 2025. The PAGA settlement includes all Class Members who worked from March 21, 2024 to October 23, 2025 (“Aggrieved Employees”).

C. How Are Settlement Payments Calculated?

Any Class Member who does not submit a written request to be excluded from the Settlement (“**Participating Class Member**”) will have their payment(s) calculated as follows:

a. Settlement Share Payment to Participating Class Members: The Net Settlement Amount shall be divided among all Participating Class Members on a pro-rata basis. Each Participating Class Member will receive a proportionate share that is equal to the number of workweeks worked from January 1, 2021 to October 23, 2025 by each individual Participating Class Member divided by the aggregate number of weeks worked by all Participating Class Members from from January 1, 2021 to October 23, 2025.

b. PAGA Payment: From the \$11,250 allocated to PAGA penalties, one-quarter (25%) (\$2,812.50) will be distributed to the Aggrieved Employees, which consist of all Class Members who were employed at any time from March 21, 2024 to October 23, 2025. Each Aggrieved Employee will receive a proportionate share of money allocated to the aggrieved employees based on the number of pay periods worked by each Aggrieved Employee from March 21, 2024 to October 23, 2025 compared to the aggregate number of pay periods worked by all Aggrieved Employees from March 21, 2024 to October 23, 2025 (“PAGA Payment”). The remaining three-quarters (75%) (\$11,250) of the PAGA settlement will be distributed to the LWDA.

c. Tax Treatment: 100% of the Settlement Share and 100% of the PAGA Payment will be allocated to PAGA penalties, for which you will receive a 1099 tax form. .

D. Your Settlement Calculation.

Your Settlement payment is estimated to be \$[*amount*], based on the following weeks you worked for Defendant, as reflected in Defendant’s records:

a. Settlement Share Payment: [*insert number of*] *workweeks worked from January 1, 2021 to October 23, 2025.*

b. PAGA Payment: [*insert number of*] *pay periods worked from March 21, 2024 to October 23, 2025.*

If you wish to dispute the number of workweeks and/or pay periods you worked for Defendant, you must bring the dispute to the attention of the Settlement Administrator [ADDRESS] in writing by [60 days from the date of notice]. In your written notice of dispute, please provide what you believe to be the correct information along with supporting documentation, if available, to show the changes you are seeking.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, if you do not submit a request for exclusion, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the funds represented by any uncashed/undeposited checks shall be transmitted to the California Controller’s Unclaimed Property Fund in the name of the Participating Class Member.

E. Release of Claims Against Defendant.

Upon the Final Approval of the Settlement by the Court, the Effective Date, and Defendant fully funding the Maximum Settlement Amount, Plaintiff and all members of the Class who do not submit timely requests for exclusion (described below) will release Defendant and all Released Parties (as defined in the Settlement Agreement) of any and all claims for alleged violations of California Labor Code §§ 233–234 and § 246.5, as well as any claims for wages, damages, unpaid costs or expenses, penalties (including, but not limited to, waiting time and wage statement penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief based upon a violation of section §§ 233, 234, and/or 246.5; which shall also extend to claims brought under California Business and Professions Code § 17200, *et seq.*, for violations of section §§ 233, 234, and/or 246.5 (the “Released Class Claims”). Aggrieved Employees are also releasing Defendant from PAGA claims which were asserted in the LWDA PAGA Notices.

For more information regarding the scope of the release, please read the Settlement Agreement available at [insert URL].

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive a Settlement Share payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement Share payment so long as the Settlement is approved and becomes Final.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call [Administrator 800 #].

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement (“Opt-Out”). To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than **[60 days after notice date]**, to:

[SETTLEMENT ADMINISTRATOR]
[ADDRESS]

Your request for exclusion must contain your full name and a statement and the following statement or a substantively similar statement: “I request to be excluded from the class action Settlement in the matter of *Wilson v. Pacific Bell Telephone Company*, Case No. 23CV046794, Alameda County Superior Court.” Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before **[60 days after notice date]**. If you request exclusion, you will not be excluded from the PAGA settlement. If you request exclusion, you will still receive your share of the PAGA portion of the PAGA settlement, if any, and will still be bound by the PAGA portion of the Settlement.

C. Option 3: Object to the Settlement.

Any Class Member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing and/or orally at the Final Approval Hearing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number (*Wilson v. Pacific Bell Telephone Company*, Case No. 23CV046794); and (2) be mailed to the Settlement Administrator postmarked on or before [60 days after notice date]. A Class Member may appear personally or through an attorney, at their own expense, at the Final Approval Hearing to present their objection directly to the Court.

CLASS COUNSEL

HUNTER PYLE, SBN 191125
HUNTER PYLE LAW, PC
505 14th Street, Suite 600
Oakland, California 94612
Telephone: (510) 444-4400

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANT WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on [FINAL APPROVAL HEARING], at [TIME], in Department 25, 1221 Oak Street, Oakland, California 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting [insert URL] or by visiting the Court’s website (see instructions below).

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense.

At no expense to you, Class Counsel will represent your interests as a Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at [insert URL]. You may also access Plaintiff's Motion for Preliminary Approval, and other important documents related to this case, at the above website. If you have any questions regarding this Notice, the Settlement, or the Action, you may contact Class Counsel.

The pleadings and other records in this Action, including the Settlement Agreement, also may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/>. After arriving at the website, login or create an account. Once you are logged in, click "*Searches*" and then the "*Case Number Search*" link, then enter "23CV046794" as the case number and click "*SEARCH*." Images of every document filed in the case may be viewed through the Register of Actions at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL

EXHIBIT 2

June 15, 2023

By Electronic Filing and Certified Mail (Return Receipt Requested) to:

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Rhonda N. Johnson
Chief Executive Officer
Pacific Bell Telephone Company
430 Bush Street
San Francisco, CA 94108

Agent for Service of Process
C T CORPORATION SYSTEM
330 North Brand Blvd.
Suite 700
Glendale, California 91203

**RE: Notice of Labor Law Violations, CA Labor Code § 2699.3(a)
*Patrick Wilson v. Pacific Bell Telephone Company***

Dear Labor and Workforce Development Agency and Employer:

This office represents aggrieved employee Patrick Wilson (“Plaintiff”), a splicing technician employed in California by defendant Pacific Bell Telephone Company (“Defendant”).

The purpose of this letter is to comply with the statutory exhaustion requirements pursuant to California Labor Code section 2699.3(a)(1). Below we set forth our facts and theories which give rise to the wage and hour violations in this case.

Facts and Theories Supporting Employers’ Violations of the Law

Defendant is one of the largest telecommunications companies in the country. It is headquartered in San Francisco. Plaintiff is informed and believes that Defendant employees around 33,000 persons in the State of California. Plaintiff has worked for Defendant for more than twenty years. Currently, he works as a splicing technician.

On March 15, 2023, Plaintiff’s wife had a medical emergency. Plaintiff called his supervisor, informed the supervisor he had a family emergency, and requested one hour of kin

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care. The supervisor approved the request. Plaintiff took the approved hour to care for his wife then returned to work and completed his shift. Plaintiff had accrued kin-care leave sufficient to cover this time.

On March 23, 2023, Plaintiff's manager invited Plaintiff to a meeting. At the meeting, the manager informed Plaintiff he would be suspended for one day for taking an unprotected absence. This "unprotected absence" was the one hour of kin care that Plaintiff took to care for his wife. The manager confirmed that this hour had been approved by Plaintiff's supervisor. However, Defendant labeled Plaintiff's kin-care as an unprotected absence, resulting in an "occurrence" in Plaintiff's personnel file that could lead to disciplinary action.

Plaintiff's occurrence resulted from two policies maintained by Defendant.

1. Defendant's "California – Kin Care Policy"

In order to use accrued kin care, Defendant requires its employees to submit a "New Leave" request for kin care in Defendant's *LeaveLink* system. Employees must submit this request within five days of using accrued kin care.

Defendant's policy provides that "[e]mployees choosing not to file for CA Kin Care protection in Leavelink or employees whose CA Kin Care leave request is denied may incur an unexcused attendance event, which may be subject to disciplinary action up to and including dismissal."

If employees' requests are approved, they must further update the time code for their leave as "State Family Care."

2. Defendant's "regular and reliable attendance" policy

Separate and apart from its California – Kin Care Policy, Defendant maintains a "regular and reliable attendance" policy. This policy counts all leave or absences taken as an occurrence, except for approved FMLA leave and kin care approved through *LeaveLink*.

Specifically, Defendant's "regular and reliable attendance" policy counts the use of accrued sick time as an "unprotected absence." Employees are paid for the use of this accrued time, but the time itself counts as an occurrence that can lead to disciplinary action including suspension and dismissal.

Under Defendant's policy, an employee's first use of accrued sick time results in a warning. This warning remains on the employee's record for 12 months. An employee's second use of accrued sick-leave within that 12-month

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period results in a warning of suspension. An employee's third use of accrued sick-leave during that 12-month period results in a one-day suspension.

At the time Plaintiff received his supervisor's approval to use kin care on March 15, he was unaware of Defendant's California – Kin Care Policy. Defendant had never communicated this policy to Plaintiff or to any employees that Plaintiff knew. As a result, Plaintiff did not submit the kin-care request to LeaveLink and Defendant did not code the leave as kin care.

Instead, Defendant coded the kin care as sick time. Although Plaintiff had accrued sick time to use, Defendant considered this time an "unprotected absence," resulting in an occurrence under Defendant's "regular and reliable attendance" policy. In his write-up of Plaintiff, Plaintiff's manager noted that "regular and reliable attendance is an essential function of every AT&T position and is a condition of employment."

Plaintiff was paid out from his accrued sick time for the hour he took and suspended without pay for one day pursuant to the "regular and reliable attendance" policy. Furthermore, he was informed that further "unexcused absences" would result in suspension or other further discipline.

Plaintiff is informed and believes that at least 10,000 other persons working for Defendant in the State of California, and possibly all 33,000, are similarly situated to him with respect to AT&T's California – Kin Care and "regular and reliable attendance" policies. This letter refers to these persons as "aggrieved employees."

Plaintiff contends that Defendants' two policies violate California law. California's Labor Code contains two separate but overlapping paid sick-time schemes.

1. Labor Code sections 245 – 249: Paid Sick Days

Labor Code section 246.5 provides,

- (a) Upon the oral or written request of an employee, an employer shall provide sick days for the following purposes:
 - (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - (2) ...
- (c) (1) An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, ... or opposing any policy or practice or act that is prohibited by this article.

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2. Labor Code sections 233 – 234: Kin Care

Separate and apart from Section 246.5, California’s Kin Care law, Labor Code section 233 provides,

- (a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee’s accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employer’s then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. The designation of sick leave taken for these reasons shall be made at the sole discretion of the employee.

...

- (c) An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

...

- (f) The rights and remedies specified in this section are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other law.

Labor Code section 233 therefore protects two different types of sick leave.

First, Section 233(a) protects leave taken for the reasons set forth in Section 246.5(a). This includes both paid sick days taken for the personal illness or preventive care of the employee and paid sick days taken for the illness or preventive care of a family member.

Second, separate and apart from the reasons at Section 246.5(a) that Section 233(a) incorporates, Section 233(c) protects leave taken by an employee to attend to illness or the preventive care of a family member. Subsection (f) makes clear that these “rights and remedies ... are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other law.”

Labor Code section 234 further provides,

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An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.

Plaintiff contends that Defendant's "regular and reliable attendance" policy violates Labor Code section 246.5. Defendant's policy counts the use of accrued sick days as an occurrence that may lead to discipline. It therefore "discriminate[s] against an employee for using accrued sick days, [and] attempting to exercise the right to use accrued sick days." Defendant's policy chills its employees ability and willingness to use the sick days they have already accrued.

Plaintiff also contends that both Defendant's "regular and reliable attendance" policy and its California – Kin Care Policy violate Labor Code sections 233 and 234.

Defendant's California – Kin Care Policy discriminates against the use of accrued kin care by raising an artificial barrier: submission of the request to LeaveLink within five days. This violates Section 233(c). The policy also violates Section 233(a)'s reservation to the employee "sole discretion" to designate sick leave "for the reasons specified in subdivision (a) of Section 246.5." These reasons include "preventive care for ... an employee's family member." By automatically coding kin-care leave as sick leave where the employee fails to submit the request to LeaveLink, Defendant exercises discretion reserved for its employees.

Once an employee's kin care is coded as paid sick days, Defendant's "regular and reliable attendance" policy results in further violation of Section 233. The terms of that policy render the kin care and personal sick leave protected by Section 233 "unprotected absences" and result in an occurrence. The warnings and suspension that result from these occurrences are "threat[s] to discharge, demote, suspend" and they "discriminate against an employee for using [kin care]," as prohibited by Section 233(c). Employees suffer from this discrimination for no less than 12 months while the occurrence remains on their record and threatens further discipline.

Section 234 removes any shadow of a doubt that AT&T's application of these policies violates Section 233. Defendant's "regular and reliable attendance" policy is precisely "[a]n employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension," as prohibited by Section 234. The policy is therefore "a per se violation of Section 233." (See Labor Code § 234.)

Based on the foregoing facts, Plaintiff is asserting claims under the Private Attorneys General Act, Labor Code section 2698, *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees employed by Defendant in California from June 5, 2022, to the present, for Defendant's violations of Labor Code sections 233, 234, and 246.5.

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Employers' Labor Code Violations

Plaintiffs seek civil penalties under PAGA for the following Labor Code violations:

Violations of Labor Code Section 233 resulting from Defendant's Kin Care policy

1. Violations of Labor Code Section 233(a)'s prescription that "Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement... for the reasons specified in subdivision (a) of Section 246.5 [(a)(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, ... an employee's family member]," based on Defendant's denial of employee requests for kin care for failing to submit the request through LeaveLink pursuant to Defendant's Kin Care policy.
2. Violations of Labor Code Section 233(a)'s prescription that "the designation of sick leave taken for [the reasons specified in subdivision (a) of Section 246.5] shall be made at the sole discretion of the employee," based on Defendant coding employees' use of kin-care as paid sick days where the employee does not submit his kin care request through LeaveLink pursuant to Defendant's Kin Care Policy.
3. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not deny an employee the right to use sick leave ... to attend to an illness or the preventive care of a family member," based upon Defendant's Kin Care policy raising an artificial barrier to employees' use of accrued kin care by requiring employees to submit to the kin care to LeaveLink within 5 days of taking it.
3. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... discharge ... an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member," based upon Defendant's discharge of employees for non-compliance with its Kin Care policy.
4. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... threaten to discharge ... an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member," based upon Defendant treating non-compliance with its Kin Care policy as an unexcused attendance event subject to dismissal.
5. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... demote ... an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member," based upon Defendant's demotion of employees for non-compliance with its Kin Care policy.

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6. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... suspend ... an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member," based upon Defendant's suspension of employees for non-compliance with its Kin Care policy.
7. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member," based upon Defendant's Kin Care policy that "Employees choosing not to file for CA Kin Care protection in Leavelink or employees whose CA Kin Care leave request is denied may incur an unexcused attendance event, which may be subject to disciplinary action up to and including dismissal" having a chilling effect upon the use of kin care.

**Violations of Labor Code Section 233
resulting from Defendant's Regular and Reliable Attendance policy**

8. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... discharge ... an employee for using, or attempting to exercise the right to use, sick leave ... for any ... reason specified in subdivision (a) of Section 246.5 [(a)(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee]," based upon Defendant's discharge of employees for taking accrued sick leave, on the basis of its Regular and Reliable Attendance policy.
9. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... threaten to discharge ... an employee for using, or attempting to exercise the right to use, sick leave ... for any ... reason specified in subdivision (a) of Section 246.5 [(a)(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee]," based upon Defendant treating the use of accrued sick leave as an occurrence that can result in discipline leading up to termination, on the basis of its Regular and Reliable Attendance policy.
10. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... demote ... an employee for using, or attempting to exercise the right to use, [sick leave ... for any ... reason specified in subdivision (a) of Section 246.5 [(a)(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee]," based upon Defendant's demotion of employees for taking accrued sick leave, on the basis of its Regular and Reliable Attendance policy.
11. Violations of Labor Code Section 233(c)'s proscription that "[a]n employer shall not ... suspend ... an employee for using, or attempting to exercise the right to use, sick

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- leave ... for any ... reason specified in subdivision (a) of Section 246.5 [(a)(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee],” based upon Defendant’s suspension of employees for taking accrued sick leave on the basis of its Regular and Reliable Attendance policy.
12. Violations of Labor Code Section 233(c)’s proscription that “[a]n employer shall not ... in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave ... for any ... reason specified in subdivision (a) of Section 246.5 [(a)(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee],” based upon Defendant’s Regular and Reliable Attendance policy having a chilling effect on the use of accrued sick leave.

**Violations of Labor Code Section 234
resulting from Defendant’s Kin Care policy**

13. Violations of Labor Code Section 234’s prohibition against counting the use of kin care as an occurrence pursuant to an “absence control policy” based upon Defendant’s Kin Care policy stating that “Employees choosing not to file for CA Kin Care protection in Leavelink or employees whose CA Kin Care leave request is denied may incur an unexcused attendance event, which may be subject to disciplinary action up to and including dismissal.”

**Violations of Labor Code Section 234
Resulting from Defendant’s Regular and Reliable Attendance policy**

14. Violations of Labor Code Section 234’s prohibition against counting the use of sick leave as an occurrence pursuant to an “absence control policy” based upon Defendant’s Regular and Reliable Attendance policy treating the use of accrued sick leave as an unexcused absence resulting in disciplinary action up to and including dismissal.

**Violations of Labor Code section 246.5
resulting from Defendant’s Kin Care Policy**

15. Violations of Labor Code section 246.5(a)’s prescription that “Upon the oral or written request of an employee, an employer shall provide sick days for the following purposes: (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee’s family member,” based upon Defendant’s Kin Care policy permitting the denial of an employee’s request for kin care where the employee does not submit the request through LeaveLink within 5 days.

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16. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not deny an employee the right to use accrued sick days [for the Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee's family member]" based upon Defendant discharging employees pursuant to its Kin Care Policy where the employee does not submit the kin care through LeaveLink within 5 days.
17. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... discharge ... an employee for using accrued sick days [for the Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee's family member]" based upon Defendant discharging employees pursuant to its Kin Care Policy where the employee does not submit the kin care through LeaveLink within 5 days.
18. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... threaten to discharge ... an employee for using accrued sick days [for the Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee's family member]" based upon Defendant's Kin Care policy counting kin care as an "unexcused absence" that could lead to discipline where the the employee does not submit the kin care through LeaveLink within 5 days.
19. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... demote ... an employee for using accrued sick days [for the Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee's family member]" based upon Defendant demoting employees pursuant to its Kin Care Policy where the employee does not submit the kin care through LeaveLink within 5 days.
20. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... suspend ... an employee for using accrued sick days [for the Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee's family member]" based upon Defendant suspending employees pursuant to its Kin Care Policy where the employee does not submit the kin care through LeaveLink within 5 days.
21. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... in any manner discriminate against an employee for using accrued sick days [for the Diagnosis, care, or treatment of an existing health condition of, or preventive care for ... an employee's family member]" based upon Defendant's Kin Care policy counting the use of accrued kin care as an "unexcused absence" that could lead to discipline and creating a chilling effect on the use of kin care days.

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**Violations of Labor Code section 246.5
resulting from Defendant's Regular and Reliable Attendance Policy**

22. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... discharge ... an employee for using accrued sick days" based upon Defendant discharging employees pursuant to its Regular and Reliable Attendance Policy for use of accrued sick days.
23. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... threaten to discharge ... an employee for using accrued sick days" based upon Defendant's Regular and Reliable Attendance Policy counting the use of accrued sick days as an "unexcused absence" that could lead to discipline.
24. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... demote ... an employee for using accrued sick days" based upon Defendant demoting employees pursuant to its Regular and Reliable Attendance Policy for use of accrued sick days.
25. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... suspend ... an employee for using accrued sick days" based upon Defendant suspending employees pursuant to its Regular and Reliable Attendance Policy for use of accrued sick days.
26. Violations of Labor Code Section 246.5(c)(1)'s proscription that "[a]n employer shall not ... in any manner discriminate against an employee for using accrued sick days" based upon Defendant's Regular and Reliable Attendance Policy counting the use of accrued sick days as an "unexcused absence" that could lead to discipline and creating a chilling effect on the use of accrued sick days.

Finally, please consider this letter to constitute notice of Plaintiffs' grievances on behalf of all aggrieved employees. (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 577, as modified (Jan. 12, 2005); *Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608).)

***Labor and Workforce Development Agency
Attn. PAGA Administrator***

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In Conclusion

We would like to provide Defendant with an opportunity to resolve these grievances informally. If you are interested in discussing informal resolution, please contact us within 30 days. If you need longer than that to respond, please let us know.

Thank you in advance for your attention to this matter.

Very Truly Yours,

HUNTER PYLE LAW

A handwritten signature in blue ink, appearing to read "Hunter Pyle", followed by a horizontal line.

Hunter Pyle
hunter@hunterpylelaw.com
John J. Darin
jdarin@hunterpylelaw.com

EXHIBIT 3



California Kin Care

Policy Effective Date: [12/15/2023](#)

Overview	California Kin Care Law provides employees with the ability to use in any calendar year, one-half of the employee's accrued and available annual contractual illness absence entitlement for qualifying absences of an employee or family member.
Eligibility	<u>Union Represented Employees</u> To be eligible for leave under California Kin Care, a union represented employee must be eligible for contractual illness pay. Refer to the collective bargaining agreements on HR OneStop. Union represented employees whose collective bargaining agreement that includes wait days will not be required to exhaust any wait day requirement for absences that qualify for protection under California Kin Care or other local/municipal paid sick leave laws. Employees are responsible for properly managing their contractual illness time. AT&T will not provide additional paid illness time as the amount provided to eligible employees is sufficient to meet the requirements of this leave. <u>Management Employees</u> Management (exempt and non-exempt) employees <u>are not eligible</u> for California Kin Care. Management employees are provided paid time off for their own illnesses as set forth in the Sick Time Guidelines, and paid time off to care for a family member under the Caregiver Paid Time Off.
Qualifying Reasons	Employees are entitled to use one-half of their contractual illness absence under California Kin Care for: 1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member (as "family member" is defined in the statute). 2. For an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health safety, or welfare of the victim or his or her child. 3. For an employee who is a victim of domestic violence, sexual assault, or stalking, to attend to any of the following: (a) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; (b) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (c) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (d) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. "Family member" means child, parent, spouse, legally recognized/domestic partner, grandparent, grandchild, sibling, or designated person. "Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

AT&T Proprietary (Internal Use Only)

Not for use or disclosure outside the AT&T companies except under written agreement.

CONFIDENTIAL

PACBELL_WILSON 001215

	“Parent” means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. “Designated Person” means an individual related by blood or whose association with the employee is equivalent to a family relationship. An employee will identify a designated person at the time the employee requests the leave in LeaveLink. This designated person will remain assigned for that calendar year. An employee will be able to designate a new person annually.
Infor Process	1. Employees who use LeaveLink to request time off under this leave do not need to enter time codes in Infor* for approved absence(s). The time reporting activity will be done in a systematic manner based on the availability of compensated pay. 2. Contractual paid time off will be used to satisfy the law’s compensated pay requirements. <i>*Infor will not cancel any time codes entered on the timesheet by an employee, supervisor, or department delegate prior to LeaveLink approval.</i>
Employee Process	1. You should follow the current report out process of your business unit when you need time off under CA Kin Care. 2. Verification from a health care provider or supporting documentation may be required. Human Resources (HR) will notify you if verification or supporting documentation is required and what action you should take. Do not provide any documents to your supervisor or department. 3. Employees should submit a request for California Kin Care (CA_KIN) leave in the LeaveLink® self-service system. California Kin Care options can be located under “Other Reason for Leave” dropdown (i.e. Minor Illness Own-CA_Kin.) Note: Your leave request must be submitted in LeaveLink within 5 calendar days (period) of the absence date (LeaveLink is accessible from work or home 24 hours a day, 7 days a week). The 5 calendar days include holidays, days off, and vacation time. Any leave requests received after 5-day period will be denied as untimely (late filing). 4. Misuse of this leave is considered a Code of Business Conduct (COBC) violation and may be subject to disciplinary action up to and including dismissal.
Supervisor Process	1. Review this entire document to ensure you understand the leave eligibility, provisions, and other leave details. 2. Do not request or accept verification or supporting documentation from your employee. If local management suspects that an employee is misusing this leave, including engaging in a pattern of abuse, the company may require verification that the time off is qualified under CA Kin Care Leave. Local management should contact the HR State_Municipal_Federal Document Certification mailbox. 3. Once you confirm the employee meets the eligibility, advise the employee; and ensure their payroll records are updated accordingly. Refer to the time reporting guides on HR OneStop for the appropriate time codes.
Job Protection	An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in the California law.

Interaction with other protected Absences	Qualifying absences, whether completely or partially protected, may run concurrently with other time off protected by Federal, State, or Municipal laws and company policies, when the employee requests leave under these additional conditions. Employees must contact HR OneStop, if requesting another leave for the same date. Information regarding other time off options, including federal, state, and municipal medical or family leave rights, are available on HR OneStop Paid & Unpaid Time Off.
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EXHIBIT 4

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT
OFFICE OF THE LABOR COMMISSIONER

In the Matter of the Investigation of:
PACIFIC BELL TELEPHONE COMPANY

Case Number: 35-CM-1036548-24
INTERROGATORIES

TO: PACIFIC BELL TELEPHONE COMPANY

You are commanded pursuant to Government Code Section 11181(f) to respond to the following Interrogatories:

INSTRUCTIONS TO ANSWERING PARTY

Each answer must be as complete and straightforward as the information reasonably available to you permits. If an interrogatory cannot be answered completely, answer it to the fullest extent possible.

If you do not have personal knowledge to fully answer an interrogatory, please so state, but make a reasonable and good faith effort to get the information by requesting it of other persons, entities or organizations.

Provide a verified response to each interrogatory no later than **September 12, 2024**.

DEFINITIONS

The term “YOU” or “YOUR” means **PACIFIC BELL TELEPHONE COMPANY and AT&T Services, Inc.**

The term “WORKER” includes

- (1) All individuals who are or were employed by Defendant Pacific Bell Telephone Company or its predecessor or merged entities in California in an hourly, non-exempt position; and
- (2) All individuals who are or were employed by Defendant AT&T Services, Inc., or its predecessor or merged entities in California as hourly, non-exempt employees within a technician position.

ADVERSE ACTION means any discipline or action that, when combined with other adverse action or actions, could lead to discipline or discharge, including but not limited to: an occurrence for purposes of an absence policy, counseling, warning, suspension, and discharge.

SICK LEAVE POLICY means any document that provides for leave for any purposes enumerated in Labor Code § 246.5, subd. (a) of the Healthy Workplaces, Healthy Families Act of 2014.

ATTENDANCE POLICY means any policy or provision contained in any document of YOURS governing: permissible uses for, procedures for requesting, documentation of, and/or approval of requests for leave from work.

COLLECTIVE BARGAINING AGREEMENT means an agreement negotiated between a labor union and YOU that sets forth terms and conditions of employment for YOUR employees who are subject to the agreement.

KIN CARE means relating to leave to care for a Family Member, as that term is defined in California Labor Code §§ 233 and 245.5.

INVESTIGATION PERIOD means the period from May 9, 2021 to the date of YOUR response to these Requests.

SPECIAL INTERROGATORY NO. 1:

Identify the workday YOU have designated for YOUR WORKERS for each time period since May 9, 2021. If there have been any changes, identify the changes. For purposes of this Interrogatory, “workday” is defined as set forth in California Labor Code section 500 (“‘Workday’ and ‘day’ mean any consecutive 24-hour period commencing at the same time each calendar day.”)

SPECIAL INTERROGATORY NO. 2:

Identify the workweek designated for YOUR WORKERS for each time period since May 9, 2021. If there have been any changes, identify the changes. For purposes of this Interrogatory, “workweek” is defined as set forth in California Labor Code section 500 (“Workweek and week mean any seven consecutive days, starting with the same calendar day each week. Workweek is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods.”)

SPECIAL INTERROGATORY NO. 3:

For each SICK LEAVE POLICY in effect at any time from May 9, 2021, through the present, state YOUR policy, including identifying the categories of employees covered by the policy, and whether the terms and conditions of the category of those employees are covered by a Collective Bargaining Agreement.

SPECIAL INTERROGATORY NO. 4:

For each policy pertaining to KIN CARE in effect at any time from May 9, 2021, through the present, state YOUR policy, including identifying the categories of employees covered by the policy, and whether the terms and conditions of the category of those employees are covered by a Collective Bargaining Agreement.

SPECIAL INTERROGATORY NO. 4:

To the extent not covered by YOUR answer to the above interrogatories, state YOUR attendance policy or policies in effect from May 9, 2021, through the present, including identification of the categories of

employees covered by each policy, and whether the employment terms and conditions of each category of employees is covered by a Collective Bargaining Agreement.

SPECIAL INTERROGATORY NO. 5:

Identify, by stating the full name of the WORKER, last known residence address, last known mailing address, email addresses, personal telephone number(s) including cell phone number(s), position(s) held and dates of each, date(s) of the adverse action, and description of the ADVERSE ACTION taken, each WORKER against whom ADVERSE ACTION was taken for a failure to comply with YOUR required procedure for taking sick leave when the absence was an eligible absence under YOUR attendance policy and/or claimed by the WORKER to be an eligible absence under YOUR attendance policy, during the period from May 9, 2021, through the present. Personal medical information is not to be provided.

SPECIAL INTERROGATORY NO. 6:

Identify, by stating the full name of the WORKER, last known residence address, last known mailing address, email addresses, personal telephone number(s) including cell phone number(s), position(s) held and dates of each, date(s) of the adverse action, and description of the ADVERSE ACTION taken, each WORKER against whom ADVERSE ACTION was taken for a failure to comply with YOUR required procedure for taking KIN CARE leave when the absence was a Qualifying Reason under YOUR KIN CARE leave policy, and/or claimed by the WORKER to be an Qualifying Reason under YOUR KIN CARE leave policy, during the period from May 9, 2021, through the present. Personal medical information is not to be provided.

SPECIAL INTERROGATORY NO. 7:

State how YOU calculated the rate of sick leave pay for WORKERS who used sick leave during the period from May 9, 2021, through the present, including the categories of wages included in the calculation, the job positions to which each method of calculation applied, and any changes in methods of calculation during the INVESTIGATION PERIOD.

SPECIAL INTERROGATORY NO. 8:

State how YOU calculated the rate of kin care pay for WORKERS who used kin care leave during the period from May 9, 2021, through the present, including the categories of wages included in the calculation, the job positions to which each method of calculation applied, and any changes in methods of calculation during the INVESTIGATION PERIOD.

SPECIAL INTERROGATORY NO. 9:

State the steps that YOU have taken to maintain payroll records showing the hours worked daily and wages paid to WORKERS since May 9, 2021. If YOU have changed how YOU keep records of hours

worked daily and wages paid to WORKERS since May 9, 2021, please identify the changes and the dates on which the changes became effective.

SPECIAL INTERROGATORY NO. 10:

State the steps that YOU have taken since May 9, 2021 to ensure that copies of the wage statements provided to YOUR employees or any electronic record that accurately shows the information contained on the wage statement is kept on file for at least three years. If YOU have changed how YOU maintain such documentation, please identify those changes and the dates on which the changes became effective.

SPECIAL INTERROGATORY NO. 11:

Describe YOUR retention practice(s) regarding keeping records of usage of sick leave since May 9, 2021.

SPECIAL INTERROGATORY NO. 12:

Describe YOUR retention practice(s) regarding keeping records of usage of kin care leave since May 9, 2021.

SPECIAL INTERROGATORY NO. 13:

Describe YOUR retention practice(s) regarding keeping records of WORKER requests for usage of sick leave since May 9, 2021.

SPECIAL INTERROGATORY NO. 14:

Describe YOUR retention practice(s) regarding keeping records of WORKER requests for usage of kin care leave since May 9, 2021.

SPECIAL INTERROGATORY NO. 15:

Describe YOUR retention practice(s) regarding keeping records of ADVERSE ACTION taken against WORKERS since May 9, 2021, including a description of the adverse action(s) which are reflected in records, how records are kept, and how long records are kept.

SPECIAL INTERROGATORY NO. 16:

Describe YOUR retention practice(s) regarding keeping records of ADVERSE ACTION taken against WORKERS for a failure to comply with procedural requirements for taking sick leave when the absence was an eligible absence under YOUR sick leave policy, or claimed by the WORKER to be an eligible absence during the period from May 9, 2021, through the present, including a description of the adverse action(s) which are reflected in records, what records are kept, how records are kept, and how long records are kept.

SPECIAL INTERROGATORY NO. 17:

Describe YOUR retention practice(s) regarding keeping records of ADVERSE ACTION taken against WORKERS for a failure to comply with procedural requirements for taking kin care leave when the absence was a Qualifying Reason under YOUR kin care policy, or claimed by the WORKER to be a Qualifying Reason, during the period from May 9, 2021, through the present, including a description of the adverse action(s) which are reflected in records, how records are kept, and how long records are kept.

SPECIAL INTERROGATORY NO. 18:

Describe how you have conveyed to WORKERS their amount of paid sick leave available, or paid time off in place of sick leave, since May 9, 2021, and if there have been any changes, please describe the changes.

Date: August 22, 2024

Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

By: John McDonald
John McDonald
510-286-1281

DO NOT FAIL TO RESPOND. The obligation to respond to these Interrogatories is enforceable through the Superior Court. All inquiries concerning compliance with responses to these Interrogatories shall be addressed to: John McDonald, Deputy Labor Commissioner, Labor Commissioner's Office, 1515 Clay Street, Suite 1700, Oakland, CA 94612 510-286-1281.

DECLARATION OF SERVICE

STATE OF CALIFORNIA, County of

I, the undersigned _____, state: I served the foregoing subpoena by showing the original and delivering a true copy thereof, together with a copy of the Declaration in support thereof, to each of the following named persons, personally, at the date and place set forth opposite each name.

Name of Person Served: _____
Title of Person Served: _____
Date of Service: _____
Place of Service: _____

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

Executed on _____, 2024, California.

Signature

EXHIBIT 5

State of California, Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement Labor Commissioner's Office		
In re: Pacific Bell Telephone Company		
Case Number: 35-CM-1036548-24	INVESTIGATIVE SUBPOENA FOR BUSINESS RECORDS (Government Code §11181)	

THE PEOPLE OF THE STATE OF CALIFORNIA SEND GREETINGS TO:

Custodian(s) of Records for Pacific Bell Telephone Company

Pursuant to Government Code Section 11181 et seq., YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described below to:

The Office of the Labor Commissioner of the State of California
 1515 Clay Street, Suite 1700, Oakland, CA 94612

On or before:

Thursday the 12th of September 2024 at 2:00 PM.

YOU ARE ALSO REQUIRED TO: Complete a declaration of the custodian of records in compliance with *Evidence Code* sections 1560, 1561, 1562 and 1271.

This request includes records that are required to be maintained by employers under various provisions in the Labor Code and/or Wage Orders of the Industrial Welfare Commission. Under Labor Code Section 1174.1, you may be precluded from using any records in a subsequent administrative proceeding if the records are not timely provided pursuant to this request.

Said documents are required to include the following:

DEFINITIONS

For the purpose of each and every subsequent request, the term "DOCUMENTS" includes, but is not limited to, any writing as that term is defined in Evidence Code section 250, as well as any writings and recordings, including but not limited to correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, receipts, returns, summaries, pamphlets, books, interoffice and intra-office communications, offers, notations of any sort of conversations, working papers, applications, permits, indices, telephone

calls, meetings or printouts, teletypes, telefax, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing, graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys).

“DOCUMENT” also includes electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including any information on operational systems (including accounting, time and payroll, financial, distribution or manufacturing systems), e-mail and any attachments to e-mail, text or instant messages, web pages, cell phone data, Excel spreadsheets and underlying formulae, metadata, computer databases, erased, fragmented or damaged data; USB drives, and anything stored on a computer or other electronic means.

In all instances, the best available copy of all DOCUMENTS shall be produced, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise, and both sides of any two-sided document.

The term “YOU” or “YOUR” means PACIFIC BELL TELEPHONE COMPANY and AT&T Services, Inc.

The term “WORKER” includes:

- (1) All individuals who are or were employed by Defendant Pacific Bell Telephone Company or its predecessor or merged entities in California in an hourly, non-exempt position; and
- (2) All individuals who are or were employed by Defendant AT&T Services, Inc., or its predecessor or merged entities in California as hourly, non-exempt employees within a technician position.

ADVERSE ACTION means any discipline or action that, when combined with other adverse action or actions, could lead to discipline or discharge, including but not limited to: an occurrence for purposes of an absence policy, counseling, warning, suspension, and discharge.

SICK LEAVE POLICY means any document of YOURS governing permissible uses for, procedures for requesting, documentation of, and/or approval of requests for leave from work relating to any purposes enumerated in Labor Code § 246.5, subd. (a) of the Healthy Workplaces, Healthy Families Act of 2014.

ATTENDANCE POLICY means any policy or provision contained in any document of YOURS governing: permissible uses for, procedures for requesting, documentation of, approval of requests for leave from work, and consequences for failing to comply with these requirements.

COLLECTIVE BARGAINING AGREEMENT means an agreement negotiated between a labor union and YOU that sets forth terms and conditions of employment for YOUR employees who are subject to the agreement.

FAMILY MEMBER means a child; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; sibling; or a designated person; as those terms are used in California Labor Code § 245.5(c).

KIN CARE POLICY means any document of YOURS governing permissible uses for, procedures for

requesting, documentation of, and/or approval of requests for leave from work relating to care for a FAMILY MEMBER.

INVESTIGATION PERIOD means the period from May 9, 2021 to the date of YOUR response to these Requests.

PAID SICK LEAVE means time that is compensated at the same wage an employee normally earns during regular work hours and is provided by an employer to an employee for the purposes mentioned in California Labor Code § 246.5.

FORM OF PRODUCTION

Documents produced pursuant to this subpoena shall be produced separately for each number item or category and each lettered sub-item or sub-category listed below, and each such document produced shall be labeled with exhibit numbers or Bates stamp. Documents must be produced as they are kept in the usual course of business or must be organized and labeled to correspond to the categories in the request.

Documents maintained in electronic form in the ordinary course of business should be produced in electronic form. Any document that is stored electronically should be produced in native format. Other electronically stored data should be produced in a form that does not require specialized or proprietary hardware or software. Data files should be in sequential format, also known as ASCII files or flat files, with the data fields in fixed-column positions. For each data file provided, specify the record layout, a short narrative description of the contents of the file, translation of any coded fields, the number of records in the file, and a printout of the first 100 records in report format. A record layout must contain the following pieces of information: name of the field, starting and ending position in the record, length of the field, and characteristics of the field (e.g., packed decimal, zoned decimal, alphanumeric).

Documents that are not maintained in electronic form in the ordinary course of business should be scanned as a searchable PDF and produced separately in the same manner in which they are maintained.

DOCUMENTS REQUESTED

DOCUMENT REQUEST NO. 1:

A copy of each DOCUMENT in effect at any time during the INVESTIGATION PERIOD, including any COLLECTIVE BARGAINING AGREEMENT, that contained a provision or policy mentioning PAID SICK LEAVE.

DOCUMENT REQUEST NO. 2:

A copy of each ATTENDANCE POLICY governing any of YOUR WORKERS at any time during the INVESTIGATION PERIOD, including all versions of the NEW WEST ATTENDANCE POLICY referred to in the two-page manager notes document copied below.



Company Confidential

Employee: PATRICK WILSON**Subject:** Return from 1 Day Suspension/Warning of 2 Day Suspension**Title:** Splicing Technician**Date of Interview:** 03/29/2023**NCS:** 03/19/2000**Office:** AT&T FIELD OPERATIONS

This discussion is being held to ensure you are aware the reason for your unpaid 1 Day Suspension was due to your attendance continuing to not meet the company's requirement of regular and reliable attendance. The absence incurred on triggered the suspension and a discussion was held with you on , at which time you were provided with a written warning of suspension. If you incur another unprotected absence while not meeting the company's attendance requirements, it may result in an unpaid 2 Day Suspension. Additionally, at this time you are not eligible to participate in AUTS (Automated Upgrade and Transfer System).

Regular and reliable attendance is an essential function of every AT&T position and is a condition of employment. Therefore, AT&T expects and requires that employees will be at work every scheduled day, on time, unless absent for a reason allowed by the applicable collective bargaining agreements, or protected by law. AT&T West will consider all unexcused absences together, as a whole, in evaluating an employee's overall attendance.

AT&T provides many resources to assist employees achieve regular and reliable attendance including, but not limited to, the following:

Topic	Contact Information
Employee Assistance Program	1-866-263-9253
Family Medical Leave Act (FMLA)	Your supervisor can provide you with further information on FMLA.
Job Accommodations - (Permanent or Temporary)	AT&T provides reasonable accommodations to qualified employees with disabilities when medical restrictions preclude them from performing an essential function of their job, unless the accommodation poses an undue business hardship for AT&T. Information and resources on job accommodations can be found on: HR OneStop>Attendance>Job Accommodations.
LifeCare	1-800-873-4636 or TDD/TTY 800-873-1322
Pregnancy Disability Leave (PDL)	Your supervisor can provide you with further information on PDL.

Manager Notes:

Patrick that he currently has 3 unprotected absences, with 7 full days and 1 partial days. I further explained to Patrick that if he should incur another unprotected absence before demonstrating regular and reliable attendance, he will be suspended for 2 days without pay. I advised Patrick that he is not eligible to participate in the AUTS process while he is on a step of discipline. I informed Patrick that regular and reliable attendance is an essential function of every AT&T position and is a condition of employment. Therefore, AT&T expects and requires that employees will be at work every scheduled day, on time, unless absent for a reason allowed by the applicable collective bargaining agreements or protected by law. AT&T West will consider all unexcused absences together in evaluating an employee's overall attendance. I further went over with Patrick the definition of an unprotected absence is any time he is scheduled to be at work, and he is not here or reports late for any reason not allowed by the applicable collective bargaining agreements, an approved leave of absence, or the law. I explained to Patrick that a tardy occurrence is incurred when he is 1 min to 29 minutes late reporting to work. I explained to Patrick that an incidental absence occurrence is incurred when he is not at work as scheduled or reports 30 minutes late or more. I explained to Patrick that a disability occurrence is any absence that continues into the eighth calendar day. I further explained to Patrick that with the New West Attendance Policy that took effect 11/1/2009, that there are no longer separate tracks for tardiest, incidental absences and disabilities. I explained to Patrick that it is his responsibility to ensure he reports to work on time every day he is scheduled, ready and willing to work. I advised Patrick that he needs to make sure he allows himself time for

<https://ecornth.sbc.com/essweb/mattletters?printLetterID=2603992&PrintSelection=W-R1...> 3/31/2023

traffic, construction, day care or any other issues that could prevent him from adhering to his scheduled work time. I explained to Patrick that it is his responsibility to know his schedule, when he's scheduled to work weekends and any trades, he may have done that would alter his normal schedule. I provided Patrick with phone number for EAP 1-866-263-9253 and the number for job accommodations 1-866-276-2278 for additional resources available to him. I asked Patrick to repeat back to me what I just covered with him, and he replied I understand what you are saying. I don't agree with, but I understand what you're saying. From my understanding that hour I took that day was protected but we'll deal with that some other time. BS: Ok, Anthony any questions currently? AD: Nope sorry about that I was on mute. We'll talk later today or later this week. BS: Ok Patrick you are clear to return to work. Thanks all and have a safe day.

Employee Signature _____

Date 03/29/2023

Manager Signature _____

Date 03/29/2023

BAHDIAH SMITH

Attendees: ANTHONY DEDAL AD1979

CC: PATRICK WILSON's Attendance File

AT&T Proprietary (Internal Use Only)

Not for use or disclosure outside the AT&T companies
except under written agreement

W-R1W2-v6

DOCUMENT REQUEST NO. 3:

All versions of YOUR KIN CARE POLICY or POLICIES in effect for any of YOUR WORKERS at any time during the INVESTIGATION PERIOD.

DOCUMENT REQUEST NO. 4:

All versions of YOUR SICK LEAVE POLICY or POLICIES in effect for any of YOUR WORKERS at any time during the INVESTIGATION PERIOD.

DOCUMENT REQUEST NO. 5:

DOCUMENTS SUFFICIENT TO SHOW the dates that documents mentioned in your responses to the four requests immediately preceding this one were in effect.

DOCUMENT REQUEST NO. 6:

DOCUMENTS sufficient to describe what constitutes REGULAR AND RELIABLE ATTENDANCE, as YOU have used that term in any communications with YOUR employees during the INVESTIGATION PERIOD, including in the document shown in Request No. 2, above.

DOCUMENT REQUEST NO. 7:

ALL DOCUMENTS constituting or referring to any ADVERSE ACTION that any WORKER of YOURS received for violating any ATTENDANCE POLICY of YOURS during the INVESTIGATION PERIOD, for which the WORKER has claimed to YOU, orally or in writing, that the absence was protected by the California Labor Code, or which YOU have reason to believe the WORKER claims the absence was protected by the California Labor Code.

DOCUMENT REQUEST NO. 8:

Documents sufficient to show the WORKER name, name of the WORKER's attorney, if any, and date of each ADVERSE ACTION mentioned in your response to the preceding Request.

***No personal appearance is required.**

OBEDIENCE TO THIS SUBPOENA IS ENFORCEABLE THROUGH THE SUPERIOR COURT

By order of State Labor Commissioner

August 22, 2024

By:



John McDonald
Deputy Labor Commissioner
Division of Labor Standards Enforcement
510-286-1281

**DECLARATION SUPPORTING INVESTIGATIVE SUBPOENA
FOR BUSINESS RECORDS**

Case No. 35-CM-1036548-24

I, John McDonald, declare: I am the Deputy Labor Commissioner in the action captioned on the reverse hereof.

That, the Custodian of Records, has in his/ her possession or under his/ her control the books, papers and documents described on the reverse thereof. That said documents are material to the issue(s) involved in these proceedings for the following reasons:

To ascertain whether the employer is in compliance with the applicable sections of the California Labor Code and the Industrial Welfare Commission Regulations.

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

Executed on August 22, 2024 at Oakland, State of California, County of Alameda.



Signature

DECLARATION OF SERVICE

STATE OF CALIFORNIA, County of

I, the undersigned, state: I served the foregoing subpoena by showing the original and delivering a true copy thereof, together with a copy of the Declaration in support thereof, to each of the following named persons, personally, at the date and place set forth opposite each name.

Name of Person Served	Date of Service	Place
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Executed on _____, 2024, California.

Signature

EXHIBIT 6

DEPARTMENT OF INDUSTRIAL RELATIONS

Labor Commissioner's Office
Private Attorneys' General Act Unit
1515 Clay Street, Suite 1700
Oakland, CA 94612
Tel. (510) 286-1340



October 1, 2024

Certified Mail

POTTER HANDY, LLP
Mark D. Potter
James M. Treglio
100 Pine St., Ste 1250
San Francisco, CA 94111
Certified Mail #: 7020 1810 0001 9079 2296

Human Resources
AT&T Services, Inc.
Pacific Bell Telephone Company
430 Bush, St.
San Francisco, CA 94108
Certified Mail #: 7020 1810 0001 9079 1879

C T Corporation System
Agent for Service for AT&T Service, Inc.
Pacific Bell Telephone Company
330 N Brand Blvd., Ste 700
Glendale, CA 91203
Certified Mail #: 7020 1810 0001 9079 2227

BAKER & HOSTETLER LLP
Matthew C. Kane
Sylvia J. Kim
Amy E. Beverlin
Kerri H. Sakaue
11601 Wilshire Blvd., Ste 1400 Los
Angeles, CA 90025
Certified Mail #: 7020 1810 0001 9079 2210

NOTICE OF CLOSURE- RIGHT TO FILE A PRIVATE ACTION

Re: PAGA Notice of Joy Macopson v. Pacific Bell Telephone Company
CLAIM NO. LWDA-CM-877969-22, 35-CM-1036548-24

To whom it may concern:

PLEASE TAKE NOTICE that the Labor and Workforce Development Agency ("LWDA"), through one or more of its departments, divisions, commissions, boards, or agencies, is ending its investigation into the alleged Labor Code violation(s) identified in the notice submitted to our Agency on May 9, 2024. No determination has been made as to the merits of the allegations and the aggrieved employee may commence a civil action pursuant to Labor Code Section 2699.

If you have questions concerning this notice, please send an email to PAGAInfo@dir.ca.gov or call the PAGA Unit at 510-286-1340.

Sincerely,

A handwritten signature in black ink that reads "John McDonald". The signature is written in a cursive, flowing style.

John McDonald
Deputy Labor Commissioner

Cc:

Jake Darin & Hunter Pyle
Hunter Pyle Law
505 14th Street, Suite 600
Oakland, CA 94612