

1 (Counsel of record listed on next page)

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATASHA AYALA, as an individual
and as a representative party under the
California Private Attorney General Act
(PAGA); KELLEN SHAW, as an
individual and as proposed class
representative under Fed. R. Civ. Proc.
23;

Plaintiffs,

vs.

AT&T MOBILITY SERVICES, LLC, a
Delaware Limited Liability Company;
and Does 1 through 100, inclusive,

Defendants.

CASE NO. 2:18-cv-08809-FLA-MRW

**CLASS ACTION SETTLEMENT
AGREEMENT**

Hon. Fernando L. Aenlle-Rocha

Complaint filed: Aug. 22, 2018
Removed: Oct. 12, 2018

1 **THE MYERS LAW GROUP, A.P.C.**

2 David P. Myers (SBN 206137)

3 dmyers@myerslawgroup.com

4 Robert M. Kitson (SBN 214091)

5 rkitson@myerslawgroup.com

6 Jason Hatcher (SBN 285481)

7 jhatcher@myerslawgroup.com

8 9327 Fairway View Place, Suite 100

9 Rancho Cucamonga, CA 91730

10 Telephone: (909) 919-2027

11 Facsimile: (888) 375-2102

12 Attorneys for Plaintiffs and all others similarly situated

13 **PAUL HASTINGS LLP**

14 RAYMOND W. BERTRAND (SB# 220771)

15 raymondbertrand@paulhastings.com

16 JAMES P. DE HAAN (SB# 322912)

17 jamesdehaan@paulhastings.com

18 4747 Executive Drive

19 12th Floor

20 San Diego, California 92121

21 Telephone: 1(858) 458-3000

22 Facsimile: 1(858) 458-3005

23 Attorneys for Defendant

24 AT&T MOBILITY SERVICES, LLC

1 This Class Action Settlement Agreement (hereinafter “Settlement” or
2 “Settlement Agreement”) is entered into by and between Kellen Shaw, individually
3 and on behalf of all others similarly situated (collectively, “Plaintiffs”); and
4 Defendant AT&T Mobility Services LLC (“Defendant”). This Agreement refers to
5 Plaintiffs and Defendant collectively as the “Parties.”

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

9 DEFINITIONS

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

12 1. **“Action”** means the civil action entitled *Natasha Ayala, et al. v. AT&T*
13 *Mobility Services, LLC, et al.*, pending before the United States District Court for the
14 Central District of California (the “Court”), Case No. 2:18-cv-08809-FLA-MRW.

15 2. **“Class Members”** means all current and former hourly non-exempt
16 employees who worked for AT&T Mobility Services LLC at any call center in the
17 State of California at any time from August 22, 2014, to July 31, 2015, and received
18 commission payments.¹

19 3. **“Class Counsel”** means David P. Myers, Robert M. Kitson, and Jason
20 Hatcher of The Myers Law Group, A.P.C.

21 4. **Covered Claims”** means the putative class claims alleged in this case
22 for the Covered Period.

23 5. **“Covered Period”** means August 22, 2014, to July 31, 2015.

24 6. **“Defense Counsel”** means Raymond W. Bertrand and James P. de Haan
25 of Paul Hastings LLP.

26 7. **“Effective Date”** means the date on which this Settlement is deemed
27

28 ¹ Excluded from this Class definition is Natasha Ayala.

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

13 8. **"Gross Settlement Amount"** means the Gross Settlement Amount that
14 Defendant will be obligated to pay in connection with the Settlement, which is
15 \$150,000. This sum will include all payments made to Settlement Group Members,
16 the Service Payment to Shaw, all settlement administration costs, all Class Counsel's
17 attorneys' fees and costs.

18 9. **"Class Settlement Share"** means each Class Member's share of the Net
19 Settlement Amount as provided by this Agreement.

20 10. **"Net Settlement Amount"** means the amount remaining after
21 deduction from the Gross Settlement Amount for Shaw's Service Payment, Class
22 Counsel's Attorneys' Fees and Litigation Expenses, and the Settlement
23 Administrator's fees and expenses. The Net Settlement Amount will be distributed
24 to Class Members as described in Paragraph 26(a).

25 11. **"Non-Covered Claims"** means the putative class claims alleged in this
26 case for the period of time after the Covered Period.

27 12. **"Opt-Out Period"** means the 30-day period following the date the
28 Settlement Administrator mails the Notice of Settlement to the Class Members.

1 Any Class Member who wishes to be excluded from the Settlement must submit a
2 signed, written request to opt out of the Settlement (an “Opt-Out Notice”) during
3 the Opt-Out Period.

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

7 **BACKGROUND**

8 14. On August 22, 2018, Ayala submitted a written notice to the California
9 Labor and Workforce Development Agency (the “LWDA”) and Defendant of her
10 intent to file a civil action to enforce her rights, and the rights of other allegedly
11 aggrieved current and former non-exempt employees who performed work for
12 Defendant in California Call Centers and received commission payments, under
13 PAGA.

14 15. That same day, Ayala also filed a complaint against Defendant in the
15 Superior Court for the State of California, County of Los Angeles, on behalf of
16 herself and all others similarly situated. ECF No. 1-4. Defendant removed to the
17 Central District of California on October 12, 2018. Ayala then amended the
18 complaint on December 10, 2018 to add a cause of action under PAGA. ECF No.
19 14.

20 16. Defendant answered on January 9, 2019. ECF No. 17. The Parties then
21 spent the next five months engaged in substantial written discovery; ultimately
22 exchanging over 2,000 pages of documents. Plaintiffs also deposed two of
23 Defendants’ employees in March 2019, while Defendant deposed Natasha Ayala on
24 April 9, 2019.

25 17. Ayala initially moved for class certification on April 1, 2019. ECF No.
26 28. Defendant opposed on April 22. ECF No. 35. However, on April 26, the Court
27 granted Ayala leave to file a Second Amended Complaint, which included (1) a new
28 cause of action for alleged meal period premium payment violations; and (2) new

1 claims recently exhausted through a supplemental PAGA notice Ayala filed on
2 December 3, 2018. ECF No. 37. The Court thus denied the pending motion for class
3 certification as moot. *Id.*

4 18. Ayala filed her Second Amended Complaint on April 29, 2019. ECF
5 No. 38. Defendant answered on May 20. ECF No. 39. Ayala filed a renewed motion
6 for class certification on June 3, 2019 which Defendant (again) opposed. ECF Nos.
7 40–42, 45–46.

8 19. On September 25, 2019, this Court denied Ayala’s motion for class
9 certification on adequacy grounds without prejudice. ECF No. 51. Ayala thus filed
10 a Third Amended Complaint on October 16, 2019, which added Kellen Shaw as a
11 newly named plaintiff and the proposed class representative. ECF No. 52. Ayala
12 would remain, though only as California’s representative under PAGA. *Id.*

13 20. On October 9, 2019, California’s Second Appellate District published
14 *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal. App. 5th 1239 (2019)—rejecting the
15 very theory underlying Plaintiffs’ meal period premium claim. Defendant thus
16 intended to file a motion to dismiss based, in part, on *Ferra*. But after meeting and
17 conferring about the motion, the Parties agreed to postpone proceedings until 7 days
18 after *Ferra* became final. ECF No. 54. If California’s Supreme Court affirmed
19 *Ferra*, Plaintiffs would amend their complaint accordingly.

20 21. California’s Supreme Court overturned *Ferra* on July 15, 2021. 11 Cal.
21 5th 858 (2021). The Parties thus proceeded with the operative Third Amended
22 Complaint, against which Defendant filed motions to dismiss and strike on
23 September 29. ECF No. 62, 65. Plaintiffs opposed. ECF No. 63. Those motions
24 remained pending as of the date the Parties agreed to resolve this matter.

25 22. The operative Third Amended Complaint thus presently alleges that
26 Defendant (a) failed to pay its employees for all hours worked, including all overtime
27 and double time wages; (b) omitted certain types of remuneration from its regular
28 rate of pay calculations; (c) failed to provide rest periods; (d) failed to pay employees

1 a penalty equivalent to one hour of their regular rate of compensation whenever that
2 worker missed a meal or rest period; (e) issued unlawful wage statements; (f) failed
3 to provide access to, copying, or inspection of employment and payroll records upon
4 request; (g) failed to timely pay final wages upon separation; and (h) committed
5 unfair business practices. Defendant strongly disagrees with these allegations and
6 continues to maintain that it did not violate any state or federal law, and admits no
7 liability in this Settlement.

8 23. While this matter was pending, Defendant settled *Samuel Wallack, et al.*
9 *v. AT&T Mobility Services, LLC* (Case No. CVISB2117915)—a separate class and
10 representative action pending before the Hon. David Cohn of the Superior Court of
11 California, County of San Bernardino and asserting the same claims as alleged here.²
12 On November 1, 2021, the *Wallack* Court preliminarily approved the pending
13 settlement, which covers “[a]ll persons who worked for AT&T Mobility Services
14 LLC in the State of California, while classified as non-exempt, at any time from
15 August 1, 2015 to November 1, 2021.”

16 24. The *Wallack* Settlement included a PAGA action settlement that covers
17 the same claims as alleged here for the period of August 1, 2015 to November 1,
18 2021.

19 25. On March 18, 2022, the Hon. David Cohn, Granted final approval of the
20 *Wallack* Class Action and PAGA Action Settlement and entered Judgment for the
21 same.

22 26. The only remaining claims in this matter are those accrued by Class
23 Members between August 22, 2014 to July 31, 2015 as they fall outside the scope of
24 the *Wallack* Settlement.

25
26 ² On July 22, 2021, AT&T filed a Notice of Pendency of Other Actions or
27 Proceedings disclosing *Wallack* (and other matters) as involving all or a material
28 part of the subject matter of this Action within the meaning of Central District of
California Local Rule 83-1.4. ECF No. 58.

1 27. The Parties have turned their attention towards fully, finally, and forever
2 settling the claims that will remain in this Action post-*Wallack*.

3 28. The Parties agree to cooperate and take all steps necessary and
4 appropriate to consummate this Settlement. The Parties agree the Settlement is fair,
5 adequate and reasonable. This Settlement contemplates (1) entry of an Order
6 Preliminarily Approving the Settlement and Settlement Procedure; (2) distribution to
7 the Settlement Group Members a Notice of Proposed Class Action Settlement and
8 Final Approval Hearing (attached as Exhibit "A") (the "Class Notice Packet"); (3)
9 entry of an Order Granting Final Approval of the Settlement in the Actions and
10 ending the litigation. All proposed orders noted above comply with Section 8 of the
11 Hon. Fernando L. Aenlle-Rocha's Initial Standing Order. ECF No. 56. Per the Initial
12 Standing Order, Plaintiffs will also provide this Court with copies of the proposed
13 orders in Word format on the day the document is e-filed.

14 **MONETARY SETTLEMENT TERMS**

15 29. **Gross Settlement Amount.** Defendant will pay a non-reversionary
16 Gross Settlement Amount of **\$150,000.00** in exchange for the Release of Claims in
17 this Action set forth below. In no event will Defendant be required to pay more than
18 the Gross Settlement Amount, except for the employer's share of payroll taxes, which
19 Defendant will pay separately from and in addition to the Gross Settlement Amount.

20 30. **Class Counsel's Attorneys' Fees and Litigation Expenses.** Plaintiff
21 consents to, and Defendant will not oppose, an application to the Court for attorney's
22 fees in amount equal to 33.33% of the Gross Settlement Amount (**\$50,000.00**),
23 payable by wire to The Myers Law Group, A.P.C. from the Gross Settlement
24 Amount. Defendant will also not oppose Class Counsel's application to the Court
25 for reimbursement of litigation expenses, payable by wire to The Myers Law Group,
26 A.P.C. from the Gross Settlement Amount, in an amount up to **\$7,500.00**. Class
27 Counsel agrees that any motions filed for fees and costs will comply with Section
28 7(e) of the Hon. Fernando L. Aenlle-Rocha's Initial Standing Order. ECF No. 56.

1 The Settlement Administrator (and not Defendant) will issue IRS Form 1099-MISC
2 reflecting the award of attorney's fees and litigation expenses. Defendant's payment
3 of the Court-awarded attorney's fees and litigation expenses will constitute full
4 satisfaction of Defendant's obligation to pay any person, attorney or law firm for
5 attorney's fees, costs, and expenses incurred on behalf of the Plaintiffs and/or Class
6 Members in this Action. Should the Court award Class Counsel's Attorneys' Fees
7 and Litigation Expenses in an amount less than allocated in this Settlement the
8 difference will be allocated to the Net Settlement Amount to be distributed to the
9 Class Members.

10 31. **Service Payment to Shaw.** Defendant will not oppose Shaw's
11 application to the Court for service payment of **\$5,000.00**, to be paid out of the
12 maximum Gross Settlement Amount. The Settlement Administrator (and not
13 Defendant) will issue an IRS Form 1099-MISC to Shaw reflecting her Service
14 Payment. The failure of the Court to award a service payment to Shaw will not
15 constitute grounds for rescission of this Settlement Agreement. The Settlement
16 Administrator will make the service payment at the same time as it makes the
17 individual payments to the other Class Members. Should the Court fail to award the
18 full amount of the service payment requested by Shaw, any portion that is not
19 awarded will revert back to the Gross Settlement Amount. Should the Court award a
20 Service Payment to Shaw in an amount less than allocated in this Settlement the
21 difference will be allocated to the Net Settlement Amount to be distributed to the
22 Class Members.

23 32. **Settlement Administration Fees and Expenses.** Defendant agrees to
24 pay Settlement Administrator, as part of the Gross Settlement Amount, for its fees
25 and expenses incurred in administering this Settlement, in an amount estimated to be
26 \$12,000.00. Should the Court award Settlement Administration Fees and Expenses
27 in an amount less than allocated in this Settlement the difference will be allocated to
28 the Net Settlement Amount to be distributed to the Class Members.

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

36. **Kellen Shaw.** In consideration of the Service Payment to Shaw, her Settlement payments, and the other terms and conditions of the Settlement, Kellen Shaw hereby releases any and all of her 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,

1 partners, shareholders and agents, and any other successors, assigns and legal
2 representatives and its related persons and entities (“Released Parties”), and waives
3 the protection of California Civil Code section 1542. Shaw understands and agrees
4 that this release includes a good-faith compromise of disputed wage claims.

5 **37. Class Members.** Upon the Court’s final approval of this Settlement, the
6 Class Members (other than those who timely and validly elected not to participate in
7 the Settlement) fully release and discharge Defendant and the Released Parties of any
8 and all known and unknown Covered Claims as alleged in, and that could have been
9 reasonably alleged based on the facts of, the operative Third Amended Complaint,
10 for the Covered Period. This includes, but is not limited to, statutory, constitutional,
11 contractual or common law claims for wages, damages, unpaid costs or expenses,
12 penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation
13 costs, restitution, or equitable relief, arising out of or based upon any provision of the
14 California Labor Code, California Industrial Welfare Commission Wage Orders, and
15 California Business and Professions Code § 17200, *et seq.*; including, without
16 limitation, the following categories of allegations, to the fullest extent such claims
17 are releasable by law: (a) all claims for failure to pay wages, including overtime
18 premium pay and the minimum wage; (b) all claims for the failure to provide meal
19 and/or rest periods in accordance with applicable law, including payments equivalent
20 to one hour of the employee’s regular rate of pay for missed meal and/or rest periods
21 and alleged non-payment of wages for meal periods worked and not taken; (c) all
22 claims for the alleged omission of any kind of remuneration when calculating an
23 employee’s regular rate of pay; and (d) any and all claims for pay stub violations,
24 claims for timely payment of wages and associated penalties, and all other non-
25 PAGA civil and statutory penalties based on the Covered Claims. The Class
26 Members understand and agree that this release includes a good-faith compromise of
27 disputed wage claims. This release does not apply to or cover the Non-Covered
28 Claims or the PAGA claim.

1 **38. Dismissal Without Prejudice.** Given the overlap from the *Wallack*
2 Settlement upon the class and PAGA claims in this case, upon the Effective Date, the
3 Non-Covered Claims and the PAGA claim will be Dismissed Without Prejudice.
4 Should any putative class member in this case who did not opt-out of the *Wallack*
5 Settlement, the LWDA, or aggrieved employee attempt to pursue these Non-Covered
6 Claims and a PAGA claim, then Defendant and the Released Parties retain the right
7 to attempt to use the *Wallack* Settlement as collateral estoppel or res judicata. This
8 Settlement does not bar any putative class member from this case, who opted-out of
9 the *Wallack* Settlement, to pursue the Non-Covered Claims in a separate action.

10 **SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION**

11 **PROCEDURE**

12 **39. Motion for Preliminary Approval.**

13 a. As soon as practicable, Class Counsel will submit this Settlement
14 Agreement to the Court for its preliminary approval; and Plaintiff Shaw will file a
15 motion (the “Motion for Preliminary Approval”) with the Court for an order granting
16 Preliminary Approval of the Settlement, conditionally certifying the Class, setting a
17 date for the Final Approval Hearing, and approving the Class Notice and the Class
18 Member Settlement Information Sheet.

19 b. Should the Court decline to preliminarily approve all material aspects
20 of the Settlement, or order material changes to the Settlement to which the Parties do
21 not agree, then this Settlement will be—at either Party’s discretion and only after
22 meeting and conferring in good faith—null and void, and the Parties will have no
23 further obligations under it with the Parties and case returning to its status before
24 signing the Settlement Agreement. The Parties agree that an award by the Court of
25 lesser amounts than sought for the Service Payment to Shaw or Class Counsel’s
26 Attorneys’ Fees and Litigation Expenses will not be a material modification of the
27 Settlement.

28 **40. Notice to Class Members.** After the Court enters its order granting

1 Preliminary Approval of the Settlement, every Class Member will be provided with
2 the Class Notice Packet as follows:

3 a. Within 21 calendar days after the Court enters its order granting
4 Preliminary Approval of the Settlement, Defendant will provide to the
5 Settlement Administrator an electronic database for the Class Members,
6 containing each Class Member's name and last-known mailing address,
7 telephone number, the Class Member's Social Security number, dates of
8 employment, and number of workweeks during the Covered Period as
9 reflected in Defendant's records (collectively, the "Class Member Data"). If
10 any or all of the Class Member Data are unavailable to Defendant, Defendant
11 will use best efforts to deduce or reconstruct the Class Member Data prior to
12 when it must be submitted to the Settlement Administrator. This information
13 will otherwise remain confidential and will not be disclosed to anyone, except
14 in order to carry out the reasonable efforts described in the Monetary
15 Settlement Terms section, or pursuant to Defendant's express written
16 authorization or by order of the Court.

17 b. Within 15 calendar days after receiving the Class Member Data
18 from Defendant, the Settlement Administrator will determine each Class
19 Member's estimated Settlement Share based on the number of workweeks
20 during the Covered Period, and send a Class Notice Packet to each Class
21 Member. The Settlement Administrator will mail this information to all
22 identified Class Members via regular First-Class U.S. Mail, using the mailing
23 address information provided by Defendant, unless modified by any updated
24 address information that the Settlement Administrator obtains in the course of
25 administration of the Settlement. In the event of returned or non-deliverable
26 notices, the Settlement Administrator will make reasonable efforts to locate
27 Class Members and re-send the notices.

28 c. If a Class Notice Packet is returned because of an incorrect

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

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

24 e. Not later than 5 days before the date by which Plaintiff will file a
25 motion for final approval of the Settlement, the Settlement Administrator will
26 serve on the Parties and file with the Court a declaration of due diligence
27 setting forth its compliance with its obligations under this Agreement. Prior
28 to the Final Approval Hearing, the Settlement Administrator will supplement

1 its declaration of due diligence if any material changes occur from the date of
2 the filing of its prior declaration.

3 **41. Objections to Settlement; Opt-outs from Settlement.** Class Members
4 may submit objections to the Settlement or opt out of the Settlement pursuant to the
5 following procedures:

6 a. **Objections to Settlement.** Class Members who wish to object to
7 any term of the Settlement must submit his or her objection to the Settlement
8 Administrator, postmarked no later than 30 days after notice of the Settlement
9 was mailed. The objection will indicate whether the Class Member intends to
10 appear at the Final Approval Hearing. To be valid, an objection must include
11 the objector's full name, address, telephone number, and a written statement
12 describing all legal and factual arguments in support of the objection. Class
13 Members who do not submit written objections in the manner and by the
14 deadline specified above will be deemed to have waived any objections and
15 will be foreclosed from making any objections (whether by appeal or
16 otherwise) to the Settlement or other related matters.

17 b. **Opt-Out Notice in Settlement.** The Class Notice will explain
18 that Class Members may exclude themselves from the Settlement by mailing
19 to the Settlement Administrator a signed Opt Out Notice, postmarked no later
20 than 30 days after the Settlement Administrator first mails the Class Notices
21 to the Class Members at the original addresses provided by Defendant. The
22 Opt-Out Notice must state clearly that the Class Member has received notice
23 of the proposed settlement and wishes to be excluded from the class and to not
24 participate in the proposed settlement. The Opt-Out Notice must be signed by
25 the Class Member and include their printed name, address, telephone number,
26 and AT&T employee identification number or the last four digits of their social
27 security number. The Opt-Out Notice must be mailed, faxed, or hand-
28 delivered to the Settlement Administrator. If a question is raised about the

1 authenticity of a signed Opt-Out Notice in Settlement, the Settlement
2 Administrator will have the right to demand additional proof of the Class
3 Member's identity. A Class Member who timely submits a valid Opt-Out
4 Notice in Settlement will not participate in or be bound by the Settlement and
5 the Judgment. A Class Member who does not complete and mail a valid Opt-
6 Out Notice in Settlement in the manner and by the deadline specified above
7 will be bound by all terms and conditions of the Settlement, including its
8 release of claims, if the Settlement is approved by the Court, and by the
9 Judgment.

10 c. **Report.** No later than 10 days after the Opt-Out Period, the
11 Settlement Administrator will provide the Parties with a complete and accurate
12 list of the names of all then-identified Settlement Group Members, objectors,
13 and opt-outs.

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

24 43. **No Solicitation of Objection, Appeal, or Opt-out.** Neither the
25 Parties nor their respective counsel will solicit or otherwise encourage directly or
26 indirectly any Class Member to object to, or opt-out from, the settlement—or move
27 to vacate or appeal the final judgment—of either this Action or the *Wallack* Action.
28 Plaintiff has opted-out of the *Wallack* Action and accordingly agrees she will not

1 object to the *Wallack* Settlement or initiate any post-judgment or appellate
2 proceeding, such as a motion to vacate judgment, a motion for new trial, and any
3 extraordinary writ pertaining to the *Wallack* Settlement.

4 44. **Right of Defendant to Reject Settlement.** If 5% or more of the Class
5 Members, or a number of potential Class Members whose Class Settlement Shares
6 represent 5% or more of the total of all Class Settlement Shares, validly elect not to
7 participate in the Settlement, Defendant will have the right to rescind the Settlement,
8 and the Settlement and all actions taken in its furtherance will be null and void.

9 45. **Additional Briefing and Final Approval.**³

10 a. Plaintiff will file a motion for final approval of the Settlement and
11 payment of the Settlement Administrator's reasonable fees and expenses as
12 well as a motion for awards of the Service Payment to Shaw and the Class
13 Counsel's Attorneys' Fees and Litigation Expenses pursuant to this Settlement
14 no later than 28 days before the Final Approval Hearing.

15 b. Either party, or both, may file a reply in support of the motion for
16 final approval of the Settlement, payment of the Settlement Administrator's
17 reasonable fees and expenses to the extent that any opposition to the motion is
18 filed; and Plaintiffs and Class Counsel may file a reply in support of their
19 motions for the Service Payment to Shaw and the Class Counsel Fees and
20 Expenses Payment; no later than 14 days before the Final Approval Hearing,

21 c. If the Court does not grant final approval of the Settlement, or if
22 the Court's final approval of the Settlement is reversed or materially modified
23 on appellate review, then this Settlement will be, at either Party's discretion,
24 null and void. An award by the Court of lesser amounts than sought for the
25 Service Payment to Shaw or Class Counsel's Attorneys' Fees and Litigation
26 Expenses will not be a material modification of the Settlement. However, if

27
28 ³ The deadlines agreed upon for the Motion for Final Approval follow the
requirements set by Central District of California Local Rules 6-1 and 7-10.

1 the Court reduces or otherwise denies the requested Plaintiffs' Counsel's
2 Attorneys' Fees and Litigation Expenses or the Service Payment to Shaw,
3 Plaintiffs may appeal that ruling.

4 d. Upon final approval of the Settlement by the Court, the Parties
5 will present to the Court for its approval and entry of Judgment in conformance
6 to the terms of this Agreement and a Dismissal Without Prejudice of the Non-
7 Covered Claims. After entry of the Judgment and Dismissal Without Prejudice
8 of the Non-Covered Claims, the Court will have continuing jurisdiction over
9 the Action and the Settlement solely for purposes of (1) enforcing this
10 Agreement, (2) addressing settlement administration matters, and
11 (3) addressing such post-judgment matters as may be appropriate under court
12 rules or applicable law.

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

1 **47. Timing of Settlement Payments.** Within 3 days after the Settlement
2 becomes final, as defined in this Agreement, the Settlement Administrator will
3 provide Defendant with wire transfer information. Within 20 days after the
4 Settlement Administrator provides Defendant with wire transfer information,
5 Defendant will transfer the Gross Settlement Amount, plus all employer-side payroll
6 taxes due on wage payments made from the Net Settlement Amount to Class
7 Members and the Settlement Administrator's fees, to the Settlement Administrator
8 via wire transfer. Within 7 days thereafter, the Settlement Administrator will pay to
9 Class Members the Class Member Payment; to Shaw, the Service Payment; to Class
10 Counsel, the Class Counsel's Attorneys' Fees and Expenses Payment; and to the
11 Settlement Administrator, its reasonable fees and expenses.

12 **48. Uncashed Checks.** A Class Member must cash his or her Class
13 Settlement Share check within 180 calendar days after it is mailed to him or her. If
14 a check is returned to the Settlement Administrator, the Settlement Administrator will
15 make all reasonable efforts to re-mail it to the Class Member at his or her correct
16 address. If any check is not cashed within 180 days after its mailing to the Class
17 Member, the Settlement Administrator will distribute the unclaimed funds
18 represented by the uncashed check to the California State Controller's Office,
19 Unclaimed Property Division in the name of the Class Member, where the Class
20 Member can later claim their funds.

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

27 **MISCELLANEOUS SETTLEMENT PROVISIONS**

28 **50. Binding Agreement.** The Parties intend that this Settlement Agreement

1 will be fully enforceable and binding upon all Parties, and that it will be admissible
2 and subject to disclosure in any proceeding to enforce its terms, notwithstanding the
3 mediation confidentiality provisions that otherwise might apply under federal or state
4 law.

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

11 **52. Subsequent Disputes Regarding Settlement Agreement.** The Court
12 will retain jurisdiction over this Settlement. However, any disputes arising out of or
13 relating to this Settlement Agreement will be submitted to a mediator on whom the
14 Parties agree.

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

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

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

27 **56. Certification for Settlement Purposes Only.** For the purposes of this
28 settlement only, the Parties stipulate to the certification of the class defined in

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

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

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

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

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

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

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

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

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

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

21 **65. Modification.** This Settlement may not be changed, altered, or
22 modified, except in writing and signed by the Parties, and approved by the Court.
23 This Settlement may not be discharged except by performance in accordance with its
24 terms or by a writing signed by the Parties.

25 **66. Integration Clause.** This Settlement Agreement contains the entire
26 agreement between the Parties relating to the Settlement, and all prior or
27 contemporaneous agreements, understandings, representations, and statements,
28 whether oral or written and whether by a Party or such Party's legal counsel, are

1 merged herein. No rights hereunder may be waived except in writing.

2 a. **Exclusion.** The Parties agree that the separate settlement
3 agreement between Natasha Ayala and AT&T concerning the release of her
4 individual claims—as well as that agreement’s terms—are excluded from this
5 Integration Clause, and thus not merged herein.

6 b. **Non-Class Member.** The Parties agree that Natasha Ayala is not
7 a Class Member under this Settlement Agreement.

8 67. **Severability.** If any provision of this Agreement is unenforceable, for
9 any reason, the remaining provisions will nevertheless be of full force and effect,
10 subject to the limitations set out in Paragraphs regarding the effect of disapproval,
11 termination, modification or cancellation by the Court of any material term or
12 condition of this Agreement.

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

18 69. **Class Member Signatories.** It is agreed that because the members of
19 the Class are numerous, it is impossible or impracticable to have each Class Member
20 execute this Settlement. The release will have the same force and effect as if this
21 Settlement were executed by each Class Member.

22
23 IN WITNESS THEREOF, the Parties knowingly and voluntarily
24 execute this Settlement Agreement as of the date(s) set forth below.

1 **KELLEN SHAW**

2
3 Signature: _____

DocuSigned by:

kellen Shaw

56D8D2158E1F428

4
5 Date: May 17, 2022

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

7 Print Name: _____

8 Date: _____

9 Title: _____

10 Signature: _____

11
12 **APPROVED AS TO FORM AND CONTENT:**

13
14 **DAVID P. MYERS,**
15 **JASON HATCHER**
16 **THE MYERS LAW GROUP, A.P.C.**

17 Signature: _____

18 Date: 5/30/2022

19
20 **RAYMOND W. BERTRAND**
21 **PAUL HASTINGS LLP**

22 Signature: _____

23 Date: _____

1 **KELLEN SHAW**

2
3 Signature: _____

Date: _____

4
5 **DEFENDANT AT&T MOBILITY SERVICES LLC**

6
7 Print Name: Jennifer Asplund

Date: 5/18/2022

8 Title: VP – Customer Care

9
10 Signature:

DocuSigned by:
Jennifer Asplund
7F29F7E52C494CC...

11
12 **APPROVED AS TO FORM AND CONTENT:**

13
14 **DAVID P. MYERS,**
15 **JASON HATCHER**
16 **THE MYERS LAW GROUP, A.P.C.**

17 Signature: _____

Date: _____

18
19
20 **RAYMOND W. BERTRAND**
21 **PAUL HASTINGS LLP**

22 Signature:



Date: 5/18/22

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Natasha Ayala, Kellen Shaw v. AT&T Mobility Services, LLC, et al.

United States District Court for the Central District of California Case No. 2:18-cv-08809-FLA-MRW.

PLEASE READ THIS NOTICE CAREFULLY.

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether or not you act.

If you were are a current or formerly, hourly, non-exempt employee who worked for AT&T Mobility Services LLC (“AT&T”) at any call center in the State of California at any time from August 22, 2014, to July 31, 2015, and received commission payments then you may be entitled to receive money (the “Class” or “Class Members”).

1. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to let you know that the court has granted preliminary approval of a settlement in a class action lawsuit pending in the United States District Court for the Central District of California Case No. 2:18-cv-08809-FLA-MRW entitled *Natasha Ayala, et al. v. AT&T Mobility Services, LLC, et al.*, and that you may be entitled to a payment as part of the settlement.

A hearing addressing the fairness, adequacy, and reasonableness of the settlement will be held on _____ at _____ to determine whether the settlement should receive the Court’s final approval.

2. WHAT ARE THE CLASS CLAIMS?

The claims at-issue, cover the period August 22, 2014 to July 31, 2015, and allege AT&T underpaid overtime pay by failing to include all required remuneration in calculating the regular rate of pay for overtime purposes; AT&T failed to provide legally compliant rest periods by requiring on-premise and non-duty free rest periods; AT&T failed to provide accurate wage statements; AT&T failed to pay meal period premiums at the regular rate of pay; and AT&T failed to pay all earned wages timely upon separation in violation of the California Labor Code and Wage Order. The complaint seeks to recover alleged unpaid wages, interest, civil and statutory penalties, and attorneys’ fees based on these claims.

After engaging in investigations and litigation to these claims, and subsequent to the class action and Private Attorneys General Act settlement in the related case of *Wallack, et al. v. AT&T Mobility Services, LLC*, San Bernardino Superior Court Case No. CIVSB2117915 (“*Wallack Action*”), Plaintiff/Class Representative Kellen Shaw (“Plaintiff”) and AT&T agreed on a class settlement to resolve the class claims only for the period of August 22, 2014 to July 31, 2015 as alleged in this Action. Plaintiff and AT&T agreed to a settlement to be paid according to the terms set forth below.

AT&T denies these allegations and asserts that, at all times, its actions and business practices have been lawful and appropriate.

The Court has not yet ruled on the merits of the claims. This means that there has been no ruling as to who wins and who loses.

3. WHY DID I GET THIS NOTICE – AM I A CLASS MEMBER?

You received this Notice because you were identified as being a Class Member, that is you are a current or former hourly non-exempt employee who worked for AT&T at any call center in the State of California at any time from August 22, 2014, to July 31, 2015 (“Covered Period”), and received commission payments.

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**Counsel for Plaintiff and the Class**

THE MYERS LAW Group, A.P.C.

David P. Myers

dmyers@myerslawgroup.com

Robert M. Kitson

rkitson@myerslawgroup.com

Jason Hatcher

jhatcher@myerslawgroup.com

Cassandra A. Castro

ccastro@myerslawgroup.com

9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027

Counsel for AT&T

PAUL HASTINGS, LLP

Raymond Bertrand

raymondbertrand@paulhastings.com

James P. De Hann

jamesdehaan@paulhastings.com

4747 Executive Drive, Twelfth Floor
San Diego, CA 92121
Telephone: 310-228-3700

The Court has decided that The Myers Law Group, A.P.C. is qualified to represent you and all other Class Members simultaneously, and that Plaintiff will serve as the Class Representative.

You do not need to hire your own attorney because Class Counsel is working on your behalf. However, if you want your own attorney, you may hire one at your own expense.

5. WHAT IS THE PROPOSED SETTLEMENT?

The following is a summary of the proposed settlement. The complete terms of the proposed settlement are stated in the Stipulation of Settlement, which is on file with the Court and is available on line at [www._____](http://www._____.).

Under the Stipulation of Class Settlement between Plaintiff and AT&T (“Stipulation of Settlement” or “Settlement Agreement” or “Settlement”), AT&T has agreed to pay \$150,000.00 as a “Gross Settlement Amount” to settle the claims asserted in this lawsuit, plus AT&T will pay separately all employer side payroll taxes.

Prior to any distribution of funds to class members, subject to Court approval, the following amounts will be deducted from the Gross Settlement Amount (“GSA”): (1) attorneys’ fees (not to exceed one-third of the GSA or \$50,000.00) to compensate Class Counsel for the unpaid work they have performed on the class action; (2) reimbursement of Class Counsel’s out-of-pocket litigation expenses, up to \$7,500.00; (3) a payment of no more than \$12,000 to Atticus Administration, the neutral third party administrator, to administer the class settlement; and (4) an award of additional funds (not to exceed \$5,000) to the Class Representative in consideration of her services to the class in this case. Following the Court-approved deductions, the remaining sum of approximately \$75,500.00 (the “Net Settlement Amount” or “NSA”) will be distributed to all members of the Class.

The participating Class Member’s will receive a Class Member Payment based on a *pro rata* share of the Net Settlement Amount based on the number of weeks he or she worked during the Covered Period compared to all the weeks worked by all Class Members during the Covered Period.

Your estimated payment at this time is \$_____, less taxes. Of each Individual Participating Settlement Class Member Payment, 25% will be allocated as wages, and 75% shall be allocated as non-wages (interest and penalties). Applicable payroll taxes will be withheld from the wage portion of this payment. Exclusive of the Gross Settlement Amount, AT&T is responsible for payment of AT&T's share of any employer payroll taxes to be paid in connection with the settlement.

6. YOUR ESTIMATED PAYMENT UNDER THIS SETTLEMENT IS \$_____.

If you dispute these figures, you may contact the Claims Administrator, as discussed below.

Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may opt out of the settlement, the actual amount you will receive if the Court grants Final Approval of the settlement may vary from the above estimated amount.

The motion for final approval of the settlement, which will include Class Counsel's application for an award of attorney's fees and costs will be filed with the court by _____, 2022 and may be viewed in the court file at the United States District Court for the Central District of California, located at 350 W. 1st Street, Courtroom 6B, 6th Floor, Los Angeles, CA 90012.

AT&T has agreed to pay each class member an amount as calculated in accordance with the terms of the Settlement Agreement after final approval of the class action settlement. This settlement payment will be distributed by the Claims Administrator approximately within three (3) calendar days after the Settlement becomes final as defined in the settlement agreement. Your settlement check will be valid for 180 days, after which it will become void. If you do not cash or deposit the check before it becomes void, the funds will be sent to the California State Controller as Unclaimed Property in your name. Instructions for retrieving your settlement funds from the Unclaimed Property can be found at www.ucpi.sco.ca.gov/UCP or by contacting the California State Controller's office.

7. WHAT ARE MY RIGHTS AND OPTIONS IN THIS MATTER?

If you fit the description of a class member as set forth in this Notice, you have four options. Each option has its own consequences which you should understand before making your decision. Your rights regarding each option and the procedure you must follow to select each option are set forth below.

A. Option One. Do Nothing and Participate in the Settlement.

To get money from the settlement, you do not need take any action. As a class member, if the Court approves the settlement, you are bound by the settlement. You will then receive payment and will provide a release to AT&T and other "Releasees" (which includes AT&T and any of AT&T's present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities). The scope of the release is as follows:

Class Members (other than those who timely and validly elect not to participate in the Settlement) fully release and discharge AT&T and the Released Parties of any and all known and unknown Covered Claims as alleged in, and that could have been reasonably alleged based on the facts of, the operative Third Amended Complaint, for the Covered Period. This includes, but is not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon any provision of the California Labor Code, California

Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.*; including, without limitation, the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for the alleged omission of any kind of remuneration when calculating an employee's regular rate of pay; and (d) any and all claims for pay stub violations, claims for timely payment of wages and associated penalties, and all other non-PAGA civil and statutory penalties based on the Covered Claims. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims. ***This release does not apply to or cover the Non-Covered Claims or the PAGA claim.***

The Covered Claims means the class action claims for the period of August 22, 2014 to July 31, 2015. The remaining claims ("Non-Covered Claims") will not be released and will be dismissed without prejudice.

If the Court gives final approval to the settlement, the Settlement Administrator will send you a check to the address it has on file for you. **It is important that you keep the Settlement Administrator informed of any changes in your address until you receive your settlement payment.**

AT&T WILL NOT RETALIATE OR TAKE ANY ADVERSE ACTION AGAINST YOU OR ANY CLASS MEMBER FOR PARTICIPATING IN THE SETTLEMENT.

B. Option Two. You May Request to Be Excluded from the Settlement ("Opt Out").

If you do not wish to participate in the settlement and wish to retain your right to bring your own claims within the scope of the lawsuit as an individual, you must send a request for exclusion to the Settlement Administrator, set forth below. The request for exclusion must be mailed to the Settlement Administrator and **post-marked on or before [DATE] (30 days from Initial Mailing)**. The request for exclusion from the settlement **must** include the case name (*Ayala v. AT&T Mobility Services, LLC, et al.*) your first and last name, signature, address, phone number, last four digits of your social security number for verification purposes and a statement that you wish to exclude yourself from the settlement of the case or words to that effect. No form is provided for an exclusion request. Any Class Member who requests exclusion will not be entitled to any portion of the class settlement and will not be providing a class release of claims to AT&T and other Releasees. If you exclude yourself from the settlement, you will not have any right to object, appeal, or comment on the settlement. Class Members who fail to submit a valid and timely exclusion request shall be bound by all terms of the Settlement Agreement and any judgment entered in the Action if the Settlement is approved by the Court.

C. Option Three. You May Dispute the Information Used to Calculate Your Settlement Payment.

If you do not believe that the values for these items as noted in Section 6 of this notice is correct, you may dispute those numbers. Any such dispute must be mailed to the Settlement Administrator and **post-marked on or before [DATE] (30 days from Initial Mailing)**. Disputes must state what you believe to be the correct values for these items and must be accompanied by any documentation you have to support your dispute which shall be resolved pursuant to the terms detailed in the Settlement Agreement. In addition, your dispute **must** include the case name (*Ayala v. AT&T Mobility Services, LLC, et al.*) your first and last name, signature, address, phone number, and last four digits of social security number for verification purposes. Sending a dispute will not risk your right to a settlement payment.

D. Option Four. You May Object to the Settlement.

As a Class Member, you may object to the settlement before final approval of the settlement by the Court. In order to object to the settlement or any portion of it, you should send any such written objection to the Settlement Administrator on or before [DATE] (30 days from Initial Mailing). Objections **must** state all of the reasons for your objection. In addition, any objection **must** include the case name (*Ayala v. AT&T Mobility Services, LLC, et al.*) your first and last name, address, phone number, and last four digits of social security number for verification purposes and must be signed by you or your attorney. While the Court may, in its discretion, permit objections to be filed up until the date of the Final Approval Hearing, you will only be assured that your objection will be considered if you submit it to the Claims Administrator by the [DATE] deadline.

8. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the enhancement award to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2022 at _____, in at the United States District Court for the Central District of California, located at located at 350 W. 1st Street, Courtroom 6B, 6th Floor, Los Angeles, CA 90012. You may attend the Final Approval Hearing and be heard even if you do not submit an objection to the settlement. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

9. NON-RETALIATION

AT&T will not retaliate or take any adverse action against you or any Class Member for participating in the settlement.

10. HOW WILL THE ATTORNEYS FOR THE CLASS BE PAID?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the GSA (\$50,000.00) and litigation costs not to exceed \$7,500.00. The Plaintiff may also receive a service award for litigating this matter on behalf of the Class in an amount not to exceed \$5,000.00.

11. ADDITIONAL INFORMATION

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the United States District Court for the Central District of California, located at located at 350 W. 1st Street, Courtroom 6B, 6th Floor, Los Angeles, CA 90012. You may also review the settlement agreement and other documents related to this settlement online at www._____. You may also contact the Settlement Administrator as follows:

Ayala/Shaw v. AT&T Mobility Services, LLC, et al.
c/o Atticus Administration
[ADDRESS]
[TELEPHONE NUMBER]

If you have questions, you may call the Settlement Administrator, _____, toll free at [TELEPHONE NUMBER]. Ask about the *Ayala/Shaw v. AT&T Mobility Solutions, LLC* class settlement.

You may also contact Class Counsel at the addresses and telephone numbers listed above.

PLEASE DO NOT CALL THE COURT OR COUNSEL FOR AT&T.

If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.