

## 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 or are a current or former 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 October 13, 2023 at 1:30 p.m. to determine whether the Settlement should receive the Court’s final approval.

### **2. WHAT ARE THE CLASS CLAIMS?**

The claims at-issue and/or released, cover the period August 22, 2014 to July 31, 2015, and allege AT&T failed to pay wages, including minimum wage and 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.

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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 online at [www.shawattsettlement.com](http://www.shawattsettlement.com).

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 Members 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 \$<<Estimated Payment>>, 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 \$<<Estimated Payment>>.**

If you dispute these figures, you may contact the Settlement 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 September 15, 2023, and may be viewed in the court file at the United States District Court for the Central District of California, located at 350 W. 1<sup>st</sup> Street, Courtroom 6B, 6<sup>th</sup> 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](http://www.ucpi.sco.ca.gov) 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 to 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 August 12, 2023**. 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 August 12, 2023**. 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 **August 12, 2023**. 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 **August 12, 2023** 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 October 13, 2023 at 1:30 p.m. in at the United States District Court for the Central District of California, located at located at 350 W. 1<sup>st</sup> Street, Courtroom 6B, 6<sup>th</sup> 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. 1<sup>st</sup> Street, Courtroom 6B, 6<sup>th</sup> Floor, Los Angeles, CA 90012. You may also review the Settlement Agreement and other documents related to this settlement online at [www.shawattsettlement.com](http://www.shawattsettlement.com). You may also contact the Settlement Administrator as follows:

*Ayala/Shaw v. AT&T Mobility Services, LLC., et al.*  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164  
1-800-276-1698

If you have questions, you may call the Settlement Administrator, Atticus Administration, toll free at 1-800-276-1698. 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.**