

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND

FINAL APPROVAL HEARING

To: All persons who either or both: (1) worked for AT&T Mobility Services LLC in the State of California, who were classified as non-exempt, between November 2, 2021 and September 21, 2022; and/or (2) filed a timely Request for Exclusion from the class action settlement in the matter of Samuel Wallack, et. al. v. AT&T Mobility Services, LLC, Case Number CIVSB2117915, pending in the Superior Court for the State of California, County of San Bernardino.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY AT&T. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL TO THE SETTLEMENT ADMINISTRATOR A SIGNED OPT-OUT NOTICE, POSTMARKED NOT LATER THAN **NOVEMBER 25, 2022**, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

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

IF YOU WISH TO EXCLUDE YOURSELF FROM OR OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF CALIFORNIA (THE "COURT") ENTERED ON SEPTEMBER 21, 2022, AND AMENDED ON SEPTEMBER 29, 2022, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between Plaintiff Luis M. Salas Razo (the “Plaintiff”) and Defendant AT&T Mobility Services LLC (“AT&T”), in the class action pending in the Court (the “Action”) brought on behalf of the following groups of individuals (the “Class”):

All persons who either or both: (1) worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from November 2, 2021, to the date the Court grants preliminary approval of this Settlement; and/or (2) filed a timely Request for Exclusion from the class action settlement in the matter of *Samuel Wallack, et. al. v. AT&T Mobility Services, LLC*, Case Number CIVSB2117915, pending in the Superior Court for the State of California, County of California County of San Bernardino.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this Notice because AT&T’s records indicate that you are a member of the Class. This Notice is designed to inform you of how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement and release will be binding on you if finally approved by the Court.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the United States District Court, Eastern District of California, is titled *Luis M. Salas Razo v. AT&T Mobility Services LLC* (the “Action”).

In this Action, Plaintiff alleges that AT&T (a) failed to pay its employees for all hours worked, including minimum and overtime wages; (b) omitted certain types of remuneration from its regular rate of pay calculations; (c) failed to pay employees a penalty equivalent to one hour of their regular rate of compensation whenever that worker missed a meal or rest period; (d) issued unlawful wage statements; (e) failed to timely pay wages; and (f) committed unfair business practices. AT&T strongly disagrees with these allegations and continues to maintain that it did not violate any state or federal law, and admits no liability in this Settlement.

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

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

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

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

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

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

All persons who worked for AT&T Mobility Services LLC in the State of California, while classified as non-exempt, at any time from November 2, 2021, to September 21, 2022

and/or

All persons who filed a timely Request for Exclusion from the class action settlement in the matter of *Samuel Wallack, et. al. v. AT&T Mobility Services, LLC*, Case Number CIVSB2117915, pending in the Superior Court for the State of California, County of San Bernardino.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. AT&T will pay \$575,000.00 as the Gross Settlement Amount. The Gross Settlement Amount will fund all payments to be made under the Settlement.
2. The “Net Settlement Amount” means the amount remaining available for distribution as Settlement Shares to Class Members after deduction from the Gross Settlement Amount for Plaintiff’s Service Payment, Plaintiff’s Counsel’s Attorneys’ Fees and Litigation Expenses, the Settlement Administration Costs, the payment to the Labor and Workforce Development Agency of the State of California (the “LWDA”), and any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms of this Settlement as approved by the Court.
3. Out of the Net Settlement Amount, AT&T will pay to each Class Member who does not timely submit a valid Opt-Out Notice a Settlement Share that is calculated *pro rata* based on the number of weeks that he or she worked in each position covered by the Settlement from November 2, 2021, to September 21, 2022.
4. The Settlement Share for a Class Member will depend on the number of Covered Workweeks that they worked and the amounts awarded by the Court for the payments to each Named Plaintiff as a Service Payment, Class Counsel, the LWDA, and the Settlement Administrator.
5. An approximation of your Settlement Share appears on your Class Member Settlement Information Sheet accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

1. You will be included in the Settlement and receive your proportional share of the Settlement unless you opt out from the Settlement, by mailing to the Settlement Administrator a valid Opt-Out Notice, **postmarked no later than November 25, 2022**. The Opt-Out Notice must state clearly that you have received notice of the proposed settlement and you wish to be excluded from the class and to not participate in the proposed settlement. The Opt-Out Notice must be signed by you and include your printed name, address, telephone number, and AT&T employee identification number or the last four digits of your social security number. The Opt-Out Notice must be mailed, faxed, or hand delivered to the Settlement Administrator at the following address:

Razo v. AT&T Settlement
c/o Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164
Telephone: 1 (800) 644-0558
Facsimile: 1 (888) 326-6411

This Class Notice is also accessible electronically at the following website:
<https://www.RazoATTSettlement.com>.

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

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

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

WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

1. **Class Members.** Upon the Court's final approval of this Settlement, the Class Members (other than those who timely and validly elected not to participate in the Settlement) fully release and discharge Defendant and any of Defendant'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 (“Released Parties”) of any and all known and unknown claims as alleged in, and that could have been alleged based on the facts of, the operative Third Amended Complaint. 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 recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. These claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest (the “Class Members’ Released Claims”).

2. **Named Plaintiff Service Payments:** Plaintiff will seek approval from the Court for a service payment of \$10,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. This payment, which will be paid in addition to Plaintiff’s Settlement Share, will be made out of the Gross Settlement Amount.
3. **Class Counsel Fees and Expenses Payment:** As part of the final approval hearing, Class Counsel will request up to \$191,666.67, representing (33.33% of the Gross Settlement Amount) for their attorneys’ fees and up to \$10,000 for their expenses incurred in connection with their work in this case. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys’ fees and expenses payment is finally approved by the Court.
4. **PAGA Payment:** Because Class Members are also releasing their claims for civil penalties under PAGA, the parties have agreed that the Labor and Workforce Development Agency of the State of California (the “LWDA”), which is entitled to share in any recovery of civil penalties, will be paid \$7,5000 out of the Gross Settlement Amount as the LWDA’s share of the settlement of civil penalties. All Aggrieved Employees will also receive a *pro rata* share of \$2,500 based on the number of weeks they worked in each position covered by the Settlement from November 2, 2021 to the date of final approval, to be paid out of the Gross Settlement Share, as their share of the settlement of civil penalties under PAGA.

5. **Costs of Administration:** AT&T will pay the reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, as part of the Gross Settlement Amount. This cost is \$30,000.00.
6. **Plaintiff's and Class Counsel's Support of the Settlement:** Plaintiff as Class Representatives and Class Counsel support the Settlement. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will receive a settlement check, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against AT&T and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
2. **Class Member Settlement Information Sheet:** The enclosed Class Member Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members are participating and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Class Member Settlement Information Sheet (including your mailing address) is correct, you need not return the form. Any correction to the Class Member Settlement Information Sheet must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by no later than November 25, 2022**. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
3. **Objecting to the Settlement:** You may object to the terms of the Settlement by submitting your objection to the Settlement Administrator, **postmarked no later than November 25, 2022**. Your objection must indicate whether you intend to appear at the final approval hearing.

MAIL YOUR OBJECTION TO:

Razo v. AT&T Settlement
c/o Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164

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

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

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

THE LAWYERS FOR THE PARTIES

CLASS COUNSEL

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

FINAL SETTLEMENT APPROVAL HEARING

A final approval hearing is tentatively set for **January 4, 2023**, at the United States District Court for the Eastern District of California, located at 2500 Tulare Street, Seventh Floor, Fresno, CA 93721, Courtroom 4 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Named Plaintiff Service Payments, the Class Counsel Fees and Expenses Payment, and the LWDA Payment.

However, due to the ongoing judicial emergency, Plaintiff, AT&T, and all Class Members should expect that the motion for final approval will be submitted for decision on the papers without oral argument. The Court reserves the right to vacate the Final Approval and Fairness Hearing if no comments or objections are filed with this Court on or before **November 25, 2022**. The hearing may also be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have timely submitted an objection, indicated that you intend to appear in the manner set forth above, and the Court has scheduled a final approval hearing, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and available at <https://www.razoattsettlement.com>. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Clerk's Office for the United States District Court for the Eastern District of California, Fresno Division, located in Room 1501 on the 1st Floor of the Robert E. Coyle United States Courthouse at 2500 Tulare Street, Fresno, 93721, during the Clerk's normal business hours; or you may contact Class Counsel at (805) 270-7100 or the Settlement Administrator. Reference the Razo/AT&T Wage and Hour Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR AT&T'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!
YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE
OR THE CLAIMS ADMINISTRATOR AT
1 (800) 644-0558.**

Luis M. Salas Razo v. AT&T Mobility Services LLC,
United States District Court, Eastern District of California
Case No. 1:20-cv-00172-JLT-HBK
Class Action Settlement

CLASS MEMBER INFORMATION SHEET

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

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

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION AND ANY SUPPORTING DOCUMENTATION, DATE AND SIGN THIS FORM (ON THE BACK OF THE PAGE), AND MAIL IT, POSTMARKED NO LATER THAN NOVEMBER 25, 2022, TO:

Razo v. AT&T Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

1. Your name: <<First Name>> <<Last Name>>

2. Your mailing address: <<Street Address>>
<<City>> <<State>> <<Zip>>

3. The last four digits of your Social Security number: XXX-XX-<<Last Four SSN>>

4. Number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California from November 2, 2021 through September 21, 2022: <<Razo_Workweeks>>

5. Number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California during the time period covered by *Wallack, et. al. v. AT&T Mobility Services, LLC, Case Number CIVSB2117915*: <<Wallack_Workweeks>>

Based on this information, your estimated settlement share is currently \$<<SHARE>>. However, AT&T employees in a covered position between the dates of preliminary and final approval of the Settlement, your pro-rata share of the settlement may increase. Your actual settlement share may end up being higher or lower than estimated. Your estimated settlement share is calculated under the assumption that (i) the Court finally approves the settlement; (ii) all class members participate in the settlement; and (iii) the Court approves the amounts sought for the Service Payments to Named Plaintiffs, the Class Counsel's Attorneys' Fees and Litigation Expenses Payment, the payment to the Labor and Workforce Development Agency of the State of California, and the Settlement Administration Costs.

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

Corrected Information	
1. Your <i>corrected</i> name:	_____
2. Your <i>corrected</i> mailing address (include telephone number, starting with area code):	_____ _____
3. <i>Corrected</i> last four digits of your Social Security number (you are <i>not</i> required to provide your entire Social Security number):	XXX-XX-_____
4. <i>Corrected</i> number of workweeks employed in a non-exempt (hourly) position by AT&T Mobility Services LLC in California from November 2, 2021 through September 21, 2022:	_____

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

Dated: _____, 2022.

(Signature)

PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT OR DELAY YOUR RECEIPT OF YOUR SETTLEMENT SHARE. TO UPDATE YOUR MAILING ADDRESS, PLEASE CALL 1 (800) 644-0558.