

# **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

*Joy Macopson v. Pacific Bell Telephone Company*  
Superior Court of California for the County of Los Angeles, Case No. 22STCV13800

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class and representative action lawsuit (“Action”) against Pacific Bell Telephone Company (“Defendant”) for alleged wage and hour violations. The Action was filed by Joy Macopson (“Plaintiff”), an employee of Defendant, and seeks payment of (1) back wages, unreimbursed business expenses, penalties, and other relief on behalf of all individuals who are or were employed in California at any time during the Class Period (April 26, 2018 through and including March 21, 2024) by Defendant as hourly, non-exempt employees or by AT&T Services, Inc. in a technician position (“Class Members”); and (2) civil penalties under the California Labor Code Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) on behalf of all Class Members who actually worked in California at any time during the PAGA Period (April 10, 2021 through and including March 21, 2024) (“Aggrieved Employees”).

On December 22, 2022, Defendant initiated an Individual Settlement Program, mailing you (and other Class Members) a packet offering to settle their claims against Defendant. Each packet contained (1) an offer letter providing information about (a) this case, (b) other cases in which the recipient could be a putative class member, and (c) the Individual Settlement Program; (2) answers to anticipated questions about the Individual Settlement Program; (3) the applicable release; (4) a link to, or copies of, the operative complaint(s); and (5) a check to cash if the recipient opted to accept Defendant’s offer. Defendant’s records indicate you accepted Defendant’s offer by cashing or depositing that check.

Separate from the Individual Settlement Program, Defendant and Plaintiff have entered into an Amended Class Action and PAGA Settlement Agreement (“Class Action and PAGA

Settlement”). The proposed Class Action and PAGA Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Class Payments, and (2) a “PAGA Settlement” requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Though you have already participated in the Individual Settlement Program, the Parties have agreed to pay you a **minimum of an additional \$25 (less applicable withholdings) as your Individual Class Payment in connection with the Class Settlement portion of the Class Action and PAGA Settlement**, unless you participated as a Class Member in the *In Re Pacific Bell Wage and Hour Cases* (see Section 3.11, below) settlement approved by the court in those proceedings. However, depending on the amount of your qualifying Workweeks and Pay Periods, you could be entitled to a higher payment under this Settlement.

You are also eligible to receive a payment under the PAGA Settlement portion of the Class Action and PAGA Settlement. **Your Individual PAGA Payment is estimated to be \$<<PAGA\_payment>> based on Defendant’s records showing you worked <<PAGA\_periods>> qualifying Pay Periods** during the PAGA Period. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work in a covered position during the PAGA Period.) If you believe that you didn’t participate in Defendant’s Individual Settlement Program and/or worked more Pay Periods during the PAGA Period, you can submit a challenge by the deadline to do so in accordance with **Section 4.3** of this Notice. Please note that if you participated in the court approved settlement in the *In Re Pacific Bell Wage and Hour Cases* proceedings described in **Section 3.11**, below, then your Workweeks and Pay Periods covered by that settlement are not counted for purposes of this Settlement.

The Court has already preliminarily approved the proposed Class Action and PAGA Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Class Action and PAGA Settlement and how much of the Class Action and PAGA Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Class Action and PAGA Settlement and requires Class Members, Aggrieved Employees, and the State of California to give up their rights to assert certain claims against Defendant.

If you worked in a covered position during the Class Period and/or the PAGA Period, you have two basic options under the Class Action and PAGA Settlement.

**Option 1 Do Nothing.** You don’t have to do anything to participate in the proposed Class Action and PAGA Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. You will remain bound by your release of claims through Defendant’s Individual Settlement Program. Class Members who do not submit a timely and valid Request for Exclusion (the “Participating Class Members”) will also give up their right to assert any other claims covered by the Class Action and PAGA Settlement, which claims are identified in **Sections 3.9–3.10** of this Notice (“Released Claims”).

**Option 2 Opt-Out of the Class Settlement.** You can exclude yourself from the Class Action Settlement (opt-out) by submitting the written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment. However, you will remain bound by your release of claims through Defendant’s Individual Settlement Program. If you are an Aggrieved Employee, you will also remain eligible for an Individual PAGA Payment, as you cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Class Action and PAGA Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>You Don’t Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). You will remain bound by your release of claims through Defendant’s Individual Settlement Program. And, as a Participating Class Member, you will also give up your right to assert any other Released Claims.</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is June 27, 2024</b></p>	<p>If you don’t want to fully participate in the proposed Class Action and PAGA Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and you will not receive any additional payment. However, you will remain bound by your release of claims through Defendant’s Individual Settlement Program. Non-Participating Class Members also cannot object to any portion of the proposed Settlement. See <b>Section 6</b> of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue those claims identified in <b>Section 3.10</b> of this Notice.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by June 27, 2024</b></p>	<p>All Participating Class Members (<i>i.e.</i>, Class Members who do not opt-out) can object to any aspect of the proposed Class Action and PAGA Settlement. The Court’s decision whether to finally approve the Class Action and PAGA Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See <b>Section 7</b> of this Notice.</p>

<p><b>You Can Participate in the August 7, 2024 Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <b>August 7, 2024</b>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Class Action and PAGA Settlement at the Final Approval Hearing. See <b>Section 8</b> of this Notice.</p>
<p><b>You Can Challenge Whether You Participated in Defendant’s Individual Settlement Program and the Calculation of Your Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by June 27, 2024</b></p>	<p>Defendant’s records indicate you participated in Defendant’s Individual Settlement Program by accepting Defendant’s offer and cashing or depositing the check Defendant sent to you. If you believe this is an error because you did not cash or deposit that check, you must submit a written challenge by <b>June 27, 2024</b>. See <b>Section 4.3</b> of this Notice.</p> <p>The amount of your PAGA Payment (if any) depends on how many Pay Periods you actually worked at least one day during the PAGA Period. The number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by <b>June 27, 2024</b>. See <b>Section 4.3</b> of this Notice.</p> <p>As noted above, if you participated in the court approved settlement in the <i>In Re Pacific Bell Wage and Hour Cases</i> proceedings described in Section 3.11, below, then your Workweeks and Pay Periods covered by that settlement are not counted for purposes of this Settlement.</p>

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a current employee of Defendant. The Action alleges that Defendant violated California wage and hour laws by failing to (1) pay regular, minimum, or overtime wages for all hours worked; (2) provide legally compliant meal periods, or compensation in lieu thereof; (3) timely pay all final wages upon separation of employment; (4) furnish written, accurate, itemized wage statements; and (5) reimburse necessary business expenses. Based on the same claims, Plaintiff has also asserted claims for civil penalties under PAGA and for restitution under California’s Unfair Competition Law (Business & Professions Code §§ 17200, et seq.). Plaintiff is represented by the following attorneys in the Action (*i.e.*, Class Counsel):

**POTTER HANDY LLP**  
Mark D. Potter [mark@potterhandy.com](mailto:mark@potterhandy.com)  
James M. Treglio [jimt@potterhandy.com](mailto:jimt@potterhandy.com)  
100 Pine Street, Suite 1250  
San Francisco, CA 94111  
(858) 375-7385 \* (888) 422-5191 FAX

Defendant strongly denies all of the claims in the action and contends that it has complied with all applicable laws at all times.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant negotiated an end to the case by agreement (settled the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Class Action and PAGA Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Class Action and PAGA Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Class Action and PAGA Settlement is a good deal for you because they believe that: (1) you were already paid an Individual Settlement Program Payment, which means you already released certain claims against Defendant by participating in Defendant’s Individual Settlement Program; (2) Defendant has agreed to pay you an additional fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (3) this Class Action and PAGA Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Class Action and PAGA Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant has agreed to pay \$2,235,000 as the gross settlement amount (“Gross Settlement Fund”), which includes payments Defendant made through the Individual Settlement Program that it initiated in December 2022 offering to settle claims. Defendant has agreed to deposit the remaining funds comprising the Gross Settlement Fund (*i.e.* \$1,753,792) into an account controlled by the Settlement Administrator of the Class Action and PAGA Settlement. The Settlement Administrator will use the Gross Settlement Fund to pay the Individual Class Payments, Individual PAGA Payments, a Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, all applicable payroll taxes, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 15 court days after the Effective Date of the Settlement. The Judgment will then be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Class Action and PAGA Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. Defendant has already paid \$481,208 to you and certain Class Members through its Individual Settlement Program. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following additional deductions from the remaining Gross Settlement Fund (*i.e.*, \$1,753,792), the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$584,597.33 (*i.e.*, 33-1/3% of the \$1,753,792) to Class Counsel for attorneys’ fees and up to \$25,000 to Class Counsel for reimbursement of

reasonable litigation costs and expenses (collectively, the “Attorneys’ Fees and Costs”).

- B. Up to \$20,000 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$75,000 to the Settlement Administrator for services administering the Class Action and PAGA Settlement.
- D. Up to \$60,000 for PAGA Penalties, allocated 75% (\$45,000) to the LWDA PAGA Payment and 25% (\$15,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods (the “Aggrieved Employees’ Payment”).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. Again, Defendant has already paid approximately \$481,208 to certain Class Members through its Individual Settlement Program. After making the above deductions from the remaining Gross Settlement Amount (*i.e.*, \$1,753,792) in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Fund (the “Net Settlement Fund”) by making Individual Class Payments to Participating Class Members based on their eligible Class Period Workweeks and whether they participated in Defendant’s Individual Settlement Program.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of (a) 33-1/3% for wages, inclusive of all types of applicable employer-paid and employee-paid payroll withholdings and taxes (the “Wages Portion”), plus (b) 33-1/3% for civil or statutory penalties and other nonwage damages and (c) 33-1/3% for interest (collectively, the “Non-Wages Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant’s share of payroll taxes and contributions with respect to the Wages Portion of Individual Class Payments shall be paid from the Gross Settlement Fund.

This allocation applies only to the additional payments you will receive as a Participating Class Member; it does not apply to the payments you already received through the Individual Settlement Program. Instead, the amount you already received through the Individual Settlement Program has been reported on an IRS 1099 Form, which you received with the rest of the Individual Settlement Program packet described above.

The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Class Action and PAGA Settlement; as well as the payment you received through the Individual Settlement Program. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Class Action and PAGA Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than **June 27, 2024**, that you wish to opt-out. Your written request ("Request for Exclusion") must: (i) include the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number of the Class Member seeking exclusion; (ii) include the case name and number of the Action (*Joy Macopson v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case No. 22STCV13800); (iii) include a statement that the Class Member seeks to be excluded from the Class Settlement which is the same or substantially similar to the following language: "I elect to opt-out of the *Macopson v. Pacific Bell Telephone Company* class action settlement. I understand that by doing so, I will not participate in the class settlement, and will not receive payment of an Individual Class Payment"; and (iv) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before **June 27, 2024**. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments. However, you will remain bound by your release of claims through Defendant's Individual Settlement Program.

You cannot opt-out of the PAGA portion of the Class Action and PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right (if any) to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Class Action and PAGA Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Class Action and PAGA Settlement will be void: Defendant will not pay any

additional money and Class Members will not release any claims against Defendant. However, anyone who participated in Defendant's Individual Settlement Program (including you) will remain bound by their release of claims through that Program.

8. Settlement Administrator. The Court has appointed a neutral company Atticus Administration (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, Pay Periods, and Individual Settlement Program Participation; prepare, mail and re-mail settlement checks and tax forms; and perform other tasks necessary to administer the Class Action and PAGA Settlement. The Settlement Administrator's contact information is contained in **Section 9** of this Notice.
9. Participating Class Members' Release. After Defendant has fully funded the Gross Settlement Fund and the Judgment entered by the Court is final, Participating Class Members will be legally barred from asserting any of the claims released under the Class Action and PAGA Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and AT&T Services Inc. and any of their respective present and former parents (including AT&T Inc.), subsidiaries, successors, and affiliated companies or entities, and their respective directors, employees, officers, partners, shareholders, owners, agents, attorneys, insurers, and assigns (collectively, "Released Parties") for any Released Class Claims.

"Released Class Claims" means any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys' fees, economic damages, non-economic damages, restitution, civil penalties, statutory penalties, liquidated damages, punitive damages, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, that have been or reasonably could have been alleged or asserted in the Complaints and/or any of the other pleadings filed in the Action based on the facts and/or legal violations alleged therein, from April 26, 2018 through the date of Preliminary Approval of the Settlement. This includes, but is not limited to, claims for 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 for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.*, and claims for or based on any type of unpaid minimum, regular, overtime or other wages; failure to provide, authorize or permit compliant meal and rest periods; failure to pay any wages timely or at all during and/or upon termination of employment; failure to provide accurate itemized wage statements; failure to reimburse any business expenses; and derivative violations of the California Unfair Competition Law.

You will remain bound by the release you agreed to by participating in Defendant's Individual Settlement Program regardless of whether or not you opt-out of the Class Settlement.



10. Aggrieved Employees’ PAGA Release. After Defendant has fully funded the Gross Settlement Fund and the Judgment entered by the Court is final, the State of California—and, by extension, all Aggrieved Employees, whether or not they exclude themselves from the Class Action and PAGA Settlement—will be barred from asserting PAGA claims against the Released Parties. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant, or any Released Parties (as defined above) for any Released PAGA Claims.

“Released PAGA Claims” means any and all claims for civil penalties that have been alleged, or that reasonably could have been alleged based on the violations, facts and/or theories asserted in the Complaints and/or PAGA Notice, as amended, and/or ascertained in the course of the Action through the date of Preliminary Approval of the Settlement. All Aggrieved Employees are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the violations, facts and/or theories asserted, in the Complaints and/or PAGA Notice, as amended, and/or (2) ascertained in the course of the Action through the date of Preliminary Approval of the Settlement.

You will be bound by the Aggrieved Employees’ PAGA Release whether or not you opt-out of the Class Settlement.

11. Other Actions Potentially Impacted by Settlement. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any pending matters brought prior to the filing of the Action by anyone who would be a Settlement Class Member asserting claims in such matters that may or will be extinguished or affected by the Settlement. Notwithstanding, they identify the following potentially related actions:

- *In Re Pacific Bell Wage and Hour Cases*, Los Angeles County Superior Court, JCCP Case No. 5017;
- *Meza v. Pacific Bell Telephone Company*, Kern County Superior Court, Case No. BCV-15-101572;
- *Garcia v. Pacific Bell Telephone Company*, Tulare County Superior Court, Case No. VCU276232; and
- *Jones v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case Nos. 22STCV29492 and 22STCV35974;
- *Hicks v. AT&T Inc. et al.*, Orange County Superior Court, Case No. 30-2023-01326712-CU-OE-CXC;
- *Rumenapp v. Pacific Bell Telephone Company*, El Dorado County Superior Court, Case No. 23CV1230; and
- *Wilson v. Pacific Bell Telephone Company*, Alameda County Superior Court, Case No. 23CV046794.

#### 4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. Participating Class Members are eligible to receive payment under the Class Settlement of their pro rata share of the Net Settlement Fund (“Individual Class Payment”) based on the number of Workweeks actually worked by each Class Member in California during the Class Period in a covered position, but specifically excluding therefrom all Workweeks covered by the approved settlement in the *In Re Pacific Bell Wage and Hour Cases* proceedings identified in **Section 3.11**, above (the “Workweeks”). The Settlement Administrator will calculate Individual Class Payments as follows:

*First*, Participating Class Members who (i) negotiated (i.e., cashed or deposited) the check representing their Individual Settlement Share issued through Defendant’s Individual Settlement Program, and (ii) did not participate as a Class Member in the *In Re Pacific Bell Wage and Hour Cases* settlement approved by the court in those proceedings, will have the amount of their Individual Settlement Share credited against payment of their calculated Individual Class Payment, but each such Participating Class Member will receive a guaranteed minimum Individual Class Payment of \$25.00 from the Net Settlement Fund. This amount is in addition to the Individual Settlement Share the Participating Class Member who participated in the Individual Settlement Program already received.

*Second*, Participating Class Members who (i) did not negotiate the check representing their Individual Settlement Share issued through Defendant’s Individual Settlement Program, or who otherwise were not offered to participate in the Individual Settlement Program, and (ii) did not participate as a Class Member in the *In Re Pacific Bell Wage and Hour Cases* settlement approved by the court in those proceedings, will be allocated their Individual Class Payment, but each such Participating Class Member will receive a guaranteed minimum Individual Class Payment of \$125.00.

2. Individual PAGA Payments. Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the Aggrieved Employees’ Payment (“Individual PAGA Payment”) based on the number of pay periods actually worked by each Aggrieved Employee in California during the PAGA Period in a covered position, but specifically excluding therefrom all pay periods covered by the approved settlement in the *In Re Pacific Bell Wage and Hour Cases* proceedings identified in **Section 3.11**, above (the “PAGA Pay Periods”). The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

3. Challenges to Estimated Payments.

- 3.1 Challenging ISP Participation. As the first page of this Notice explains, Defendant's records indicate you participated in Defendant's Individual Settlement Program by accepting Defendant's offer of settlement and cashing or depositing the check Defendant sent to you.

If you believe you did not participate in the Individual Settlement Program by cashing or otherwise depositing the check Defendant sent to you, you have until **June 27, 2024** to challenge whether you participated in the Individual Settlement Program. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. **Section 9** of this Notice has the Settlement Administrator's contact information. Please note that, if you participated in the Individual Settlement Program by cashing or depositing the check Defendant sent to you, you cannot nullify your release through this challenge.

You need to support your challenge by sending copies of records showing you did not participate in the Individual Settlement Program. The Settlement Administrator will accept Defendant's records indicating your participation as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Individual Settlement Program Participation challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final, but subject to final approval by the Court. You can't appeal or otherwise challenge its final decision.

- 3.2 Challenging PAGA Pay Periods. The number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are also stated on the first page of this Notice.

You have until **June 27, 2024** to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email or fax. **Section 9** of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final, but subject to final approval by the Court. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the amounts of your Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter to the Settlement Administrator, which must: (i) include the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number of the Class Member seeking exclusion; (ii) include the case name and number of the Action (*Joy Macopson v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case No. 22STCV13800); and (iii) include a statement that the Class Member seeks to be excluded from the Class Settlement which is the same or substantially similar to the following language: "I elect to opt-out of the *Macopson v. Pacific Bell Telephone Company* class action settlement. I understand that by doing so, I will not participate in the class settlement, and will not receive payment of an Individual Class Payment." The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. The Settlement Administrator must be sent your request to be excluded by **June 27, 2024**, or it will be invalid. **Section 9** of the Notice has the Settlement Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Action and PAGA Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Class Action and PAGA Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website [www.PacBellWageSettlement.com](http://www.PacBellWageSettlement.com) or the Court's website <https://www.lacourt.org/>. Fees and other charges may apply in order to obtain copies of court records from the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may submit

a written and signed objection (“Objection”) to the Settlement Administrator, which must: (i) include the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number of the objecting Class Member; (ii) include the case name and number of the Action (*Joy Macopson v. Pacific Bell Telephone Company*, Los Angeles County Superior Court, Case No. 22STCV13800); (iii) include a statement indicating the legal and factual grounds for the objection; (iv) include a statement indicating whether the objecting Class Member is represented by counsel and identifying any such counsel; and (v) include a statement indicating whether the objecting Class Member intends to appear for and wishes to be heard at the Final Approval Hearing. The deadline for sending written objections to the Settlement Administrator is **June 27, 2024**. **Section 9** of this Notice has the Settlement Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don’t have to, attend the Final Approval Hearing on August 7, 2024 at 10:30 a.m. in Department 1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Class Action and PAGA Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator’s website [www.PacBellWageSettlement.com](http://www.PacBellWageSettlement.com) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Class Action and PAGA Settlement. The easiest way to read the Agreement, the Judgment or any other Class Action and PAGA Settlement documents is to go to the Settlement Administrator’s website at [www.PacBellWageSettlement.com](http://www.PacBellWageSettlement.com). You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>. You can also make an appointment to personally review court documents at the Spring Street Courthouse by calling (213) 310-7000. Fees and other charges may apply in order to obtain copies of court records from the Court.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel:

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Settlement  
Administrator:

**ATTICUS ADMINISTRATION**

P.O. Box 64053  
Saint Paul, MN 55164  
Phone: 1-800-364-4018  
Fax: 1-888-326-6411  
E-Mail: [PacBellWageSettlement@atticusadmin.com](mailto:PacBellWageSettlement@atticusadmin.com)

**10. WHAT IF I LOSE MY SETTLEMENT CHECK**

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Unclaimed Property Fund ([https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html)) for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.