

United States District Court for the Northern District of California

## If you worked at AT&T as a Senior Training Manager Design or Senior Training Manager Delivery, you could get a payment from this class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The settlement will provide up to \$2,750,000 to pay claims from those who follow the proper procedures by December 28, 2017 to receive a payment.
- The Settlement affects the rights of AT&T Services, Inc. and AT&T Mobility Services LLC employees who are not covered by the Company's Management Arbitration Agreement and worked in the job titles of Senior Training Manager Design or Senior Training Manager Delivery either in California from May 18, 2011 through October 16, 2017 or outside California from May 18, 2012 through October 16, 2017.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

<b>Your legal rights and options in this Settlement:</b>	
<b>Receive a payment</b>	According to AT&T's records, you need only sign and submit the enclosed yellow Arbitration Agreement Form to receive your payment under the settlement. Anyone who filed a consent to join form in this lawsuit (also known as "opting in"), or worked for AT&T exclusively in California during the relevant time period who wants to receive a payment must file the yellow Arbitration Agreement Form.
<b>Exclude yourself</b>	You may exclude yourself or "opt out" if you do not wish to participate in the settlement. If you choose this option, you get no payment and will not release any claims against AT&T.
<b>Comment (including Object)</b>	Write to the Court about what you think about the settlement.
<b>Go to the hearing</b>	If you would like, you may ask to speak in Court about the fairness of the settlement. You do not need to do this to receive a payment.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. Please be patient.
- This is not a lawsuit against you. Your participation in this lawsuit and acceptance of money from the settlement will not affect your employment status in any way.

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## **BASIC INFORMATION**

### **1. WHY DID I GET THIS NOTICE PACKAGE?**

The purpose of this Notice is to let you know that there is a class and collective action lawsuit pending in the United States District Court, Northern District of California, entitled *Walton v. AT&T Services, Inc.*, Case No. 15-cv-03653-VC (the “Lawsuit”). You have received this Notice because AT&T’s records show that you worked as either a Senior Training Manager Design (“Designer”) or Senior Training Manager Delivery (“Deliverer”).

The Court authorized that you be sent this notice because you have a right to know about a proposed settlement of the Lawsuit, and about your options, before the Court decides whether to grant final approval of the settlement. If the Court approves it and after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. If you wish to receive money from, comment upon (including object to), or exclude yourself from the settlement, you must do so following the procedures described below.

### **2. WHAT IS THIS LAWSUIT ABOUT?**

In the lawsuit, Plaintiffs claimed that AT&T misclassified Designers and Deliverers as exempt from the overtime pay requirements of federal and California state law, and consequently failed to pay them overtime pay. The lawsuit asked the Court to require AT&T to pay overtime backpay, penalties, interest, and other payments. AT&T denies that it did anything wrong and contends that, among other things, that it has complied at all times with applicable federal and California law.

### **3. WHY IS THIS A CLASS ACTION?**

In a class action, one or more people, called Class Representatives (in this case, Wendell Walton and Michael Mantonya), sue on behalf of people who have similar claims. All these people with similar claims are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Vince Chhabria, United States District Judge, is in presiding over this class action.

### **4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of either party. Instead, both sides agreed to a settlement, which, if approved, brings the litigation to an end. That way, Plaintiffs and AT&T avoid the cost, delay, and uncertainty of moving forward in litigation to trial and possible appeals, and the class members will get compensation. The Class Representatives and the attorneys for both sides think that the settlement is fair, reasonable, adequate and in the best interests of the members of the class and all parties.

## **WHO IS IN THE SETTLEMENT**

To see if you are eligible to get money from this settlement, you first have to determine if you are a Settlement Class Member.

### **5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

Judge Chhabria determined that everyone who fits this description is a Settlement Class Member: *All individuals who worked for AT&T Services, Inc. or AT&T Mobility Services LLC who are not bound by the Management Arbitration Agreement and who worked in the job title of Senior Training Manager Design or Senior Training Manager Delivery (1) from May 18, 2011 to October 16, 2017 for California-based employees; (2) from May 18, 2012 to October 16, 2017 for non-California employees who opted in to the Lawsuit; and (3) from August 18, 2014 to October 16, 2017 for non-California employees who did not opt in to the Lawsuit.*”

If you are still not sure whether you are included, you can ask for free help. You can call the Settlement Administrator toll-free at 1-844-877-5809.

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **6. WHAT DOES THE SETTLEMENT PROVIDE?**

AT&T has agreed to pay up to \$2,750,000 to cover the claims of Class Members who follow the proper procedure to receive a share of that amount. Each Class Member who follows the proper procedure to receive a payment will receive a share of that amount. Except for those individuals who worked outside of California and did not already opt into the case, unclaimed money will be redistributed to Class Members who choose to receive a payment, if feasible, or sent to the California Industrial Relations Unclaimed Wages Fund.

Each Class Member's recovery depends on (a) whether the Class Member previously opted in to this case, (b) whether he or she worked for AT&T in California, and (c) the number of weeks worked during the time period covered by the settlement.

### **7. WHAT CAN I GET FROM THE SETTLEMENT?**

If you are a Class Member and you follow the proper procedure to receive a payment, and if the settlement is granted final approval, then you will be mailed a check for your share of the settlement. Under the current schedule, you should receive your check around March 2018.

## **HOW YOU GET A PAYMENT**

### **8. HOW CAN I GET A PAYMENT?**

**According to our records, you already opted in or worked exclusively in California, so you only need to submit** the enclosed yellow Arbitration Agreement Form to get your share of the settlement funds. Under the Arbitration Agreement you will be required to submit any future claims against AT&T arising out of your employment to binding arbitration. You do not need to do anything else to claim your share of the settlement funds. If you fail to return a signed Arbitration Agreement, you will not receive any money until you return the signed Arbitration Agreement. You will have 180 days to return the signed Arbitration Agreement before your settlement check expires.

### **9. WHEN WOULD I GET MY PAYMENT?**

The Court will hold a hearing on February 1, 2018, to decide whether to approve the settlement. If Judge Chhabria approves the settlement, and there are no appeals, we estimate that checks will be mailed around March 1, 2018. However, because it is always possible for there to be unexpected delays or appeals, it is possible that the payments will be delayed by a year or more, or that an appeals court will determine that the payments cannot be made. Please be patient. We will provide regular updates of the status of the Settlement at [www.attvertimepay.com](http://www.attvertimepay.com).

### **10. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE CLASS?**

**According to our records, you previously opted in or worked for AT&T exclusively in California.** Unless you exclude yourself, you will remain as part of the Class and receive a payment if you sign the enclosed yellow Arbitration Agreement and follow the procedures described in section 8 above, which means that you cannot sue, continue to sue, or be part of any other lawsuit against AT&T over the federal and state-law wage and hour issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. In other words, you agree to the "Release of Claims" below, which describes the legal claims that you give up if you get settlement benefits.

**Release of Claims:** With the exception of claims under the Fair Labor Standards Act (“FLSA”) for Class Members who do not make claims, each member of the Settlement Class releases AT&T and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action contingent or accrued for, which would arise from the allegation that AT&T misclassified Class Members as exempt under state or federal wage and hour law for that individual’s time period covered by the settlement, tied to the allegations in the complaint. This would include but not be limited to claims arising under the California Labor Code, California Business & Professions Code (including Section 17200) or any other wage and hour statute (except the FLSA); the Wage Orders of the California Industrial Welfare Commission; claims for restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, penalties of any nature whatsoever, whether known or unknown, during the Settlement Period, arising from the underlying allegation of exempt misclassification. *Per the requirements of the FLSA, however, the release of FLSA claims shall apply only to those Class Members who submit or are deemed to have already submitted claims under this settlement.*

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue AT&T, on your own, about the legal issues in this case, then you may need to take steps to get out. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately, because you may have to exclude yourself from this Class to continue your own lawsuit. This is called excluding yourself from – or opting out of – the settlement Class.

### **11. HOW DO I GET OUT OF THE SETTLEMENT?**

To exclude yourself from (opt out of) the settlement and not release any claims, you must send a letter saying that you want to be excluded from *Walton v. AT&T Services, Inc.* and that you understand that you will not receive money from it. You must include your name, address, telephone number, and your signature, as well as your AT&T employee ID number or the last four digits of your Social Security number. You must submit your exclusion (or opt-out) request postmarked no later than December 28, 2017 (or received by the Settlement Administrator if sent by e-mail) to:

*Walton v. AT&T* Settlement Administrator  
c/o JND Legal Administration  
P.O. Box 91307  
Seattle, WA 98111  
info@attovertimepay.com

You cannot exclude yourself (opt out) by phone. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) AT&T in the future.

### **12. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?**

No. If you exclude yourself, you will not receive money. But you may sue, continue to sue, or be part of a different lawsuit against AT&T on your own.

## **YOUR PRIVACY**

### **13. WILL MY MANAGER KNOW WHETHER OR HOW I RESPONDED TO THIS NOTICE?**

Claim Forms and settlement checks are being handled by an independent, experienced Settlement Administrator. Exclusion requests and comments on the settlement (including objections) are also to be sent to

the Settlement Administrator. The Settlement Administrator will report to AT&T (as well as your lawyers, called Class Counsel) regarding which Claim Forms, exclusion requests, and comments (including objections) were submitted.

AT&T has agreed that no information about these submissions (or lack thereof) will be shared within the company unless there is a need-to-know in order to implement the settlement or conduct business. For example, this information may be viewed by a small number of people in Human Resources who need to process the information for tax purposes.

## **THE LAWYERS REPRESENTING YOU**

### **14. DO I HAVE A LAWYER IN THIS CASE?**

The Court appointed the following attorneys to represent you and the other Class Members: Jahan C. Sagafi, Michael N. Litrownik, and Relic Sun of Outten & Golden, LLP; and Jason C. Marsili and Brianna M. Primozic of Posner & Rosen LLP.

Together, the lawyers are called Class Counsel or Plaintiffs' Counsel. You will not be charged for these lawyers' work in securing the settlement benefits for you and the other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **15. HOW WILL CLASS COUNSEL AND THE NAMED PLAINTIFFS BE PAID?**

Class Counsel will ask the Court for attorneys' fees of up to 35% of the \$2,750,000 fund (which is \$962,500), and out-of-pocket costs of up to \$100,000, according to the terms of the Settlement Agreement. The attorneys' fees and costs, as awarded by the Court, shall be paid from the \$2,750,000 fund created by the settlement. In addition, Class Counsel will apply to the Court for a service award of up to \$20,000 for the lead Plaintiffs, Wendell Walton and Michael Mantonya, and \$5,000 each for seven additional Class Members who provided evidence in this case. These service awards are being requested in recognition of the time, effort, and risk incurred by the Plaintiffs and Class Members in securing this settlement for you and the other Class Members. In addition, these Plaintiffs are subject to a broader release of legal claims than you and the other Class Members are.

## **COMMENTING ON (INCLUDING OBJECTING TO) THE SETTLEMENT**

You can tell the Court what you think about the settlement.

### **16. HOW DO I TELL THE COURT THAT I LIKE OR DON'T LIKE THE SETTLEMENT?**

If you're a Class Member and you decide to participate in the settlement, you can comment on (including objecting to) the settlement. You can give reasons why you think the Court should or should not approve it.

The Court cannot order a larger settlement; it can only approve or deny the settlement. If the Court denies approval, there will be no settlement at this time, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

You may comment on and object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written comments and objections and supporting papers must (a) clearly identify the case name and number (*Walton v. AT&T Services, Inc.*, Case Number 15 Civ. 3653), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before December 28, 2017.

The Court will only require substantial compliance with the requirements for submitting an objection.

## **17. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

## **18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a fairness hearing at 10:00 am, February 1, 2018, at the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California 94102, before the Honorable Vince Chhabria, United States District Judge. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Chhabria will listen to people who have asked to speak at the hearing, if any. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The fairness hearing may be postponed without further notice to the Class. If you plan to attend the hearing, you should check [www.attovvertimepay.com](http://www.attovvertimepay.com) or the Court's PACER site at <https://ecf.cand.uscourts.gov> to confirm that the date has not been changed.

## **19. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel represents you and will answer questions Judge Chhabria may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to Court to talk about it. As long as you mailed it on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

## **20. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter to the Settlement Administrator at the address listed in section 11, saying that it is your "Notice of Intention to Appear at the Fairness Hearing in *Walton v. AT&T Services, Inc.*" You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked or emailed no later than December 28, 2017. This requirement may be excused upon a showing of good cause.

You cannot speak at the hearing if you excluded yourself, because the case no longer affects you.

## **IF YOU DO NOTHING**

## **21. WHAT HAPPENS IF I DO NOTHING AT ALL?**

**According to our records, you previously opted in or worked for AT&T exclusively in California. If you do nothing, you will release your claims as described above in section 10 and will not receive any money from the settlement.**

You are not required to take any action or not take any action. It is your choice.

## **GETTING MORE INFORMATION**

### **22. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

This Notice is intended to be a summary of the terms of the Settlement. The Settlement Agreement, Fourth Amended Complaint, and this Notice are all available at [www.attvertimepay.com](http://www.attvertimepay.com).

You may also obtain this information by contacting the Settlement Administrator toll-free at 1-844-877-5809, class counsel at Outten & Golden LLP at (415) 638-8800, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at 450 Golden Gate Avenue, San Francisco, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

By order of the United States District Court for the Northern District of California.

Dated: November 13, 2017