

PACBELL SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL, MN 55164

ALAMEDA COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION

Patrick Wilson v. Pacific Bell Telephone Company

If you were employed by Pacific Bell Telephone Company in California and classified as a non-exempt employee, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Alameda County Superior Court has authorized this Notice in the matter of *Wilson v. Pacific Bell Telephone Company*, Case No. 23CV046794 (the “**Action**”). This is not a solicitation from a lawyer.

- Plaintiff Patrick Wilson (“**Plaintiff**”) filed a class and representative action lawsuit against Pacific Bell Telephone Company (“**Defendant**”) on October 6, 2023.
- Plaintiff alleges that Defendant’s “California – Kin Care” and “Regular and Reliable Attendance” policies and related practices violate California’s Kin Care law, Labor Code sections 233 and 234, and its Paid Sick-Days law, Labor Code section 246.5. Specifically, Plaintiff alleges these policies treat the use of accrued kin-care and the use of accrued paid sick-days as unprotected absences subject to discipline.
- Plaintiff claims that as a result of Defendant’s Labor Law violations, Defendant committed unfair business practices, and is liable for civil penalties under the Private Attorneys General Act (“**PAGA**”).
- Defendant disputes Plaintiff’s claims. Defendant expressly and specifically denies violating any laws, and further denies the case meets the requirements for class certification.
- For settlement purposes only, the Court has conditionally certified the Action to be a class action on behalf of all current and former employees who are or were employed by Defendant at any time from January 1, 2021 to October 23, 2025, and who worked in California during this time period and were classified as non-exempt employees (the “**Class Members**”).
- Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this Notice. Thus, please read this Notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before **March 7, 2026**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	(1) Receive part of the Settlement. <i>If you do not do anything upon receipt of this Notice, you will receive a sum of money based on the number of workweeks you worked for Defendant from January 1, 2021 to October 23, 2025; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendant for violations that occurred from January 1, 2021 to October 23, 2025.</i>
(2) OPT-OUT	(2) Opt-out or exclude yourself from the Settlement. <i>If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Class portion of the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.</i>
(3) OBJECT	(3) Write to the Court about why you object to the Settlement. <i>If you object to the Settlement, you can write to the Court about why you don’t agree with the Settlement. You may also present oral objections to the Court at the Final Approval Hearing. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.</i>

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

I.	BACKGROUND OF THE CASE	Page 3
II.	SUMMARY OF THE PROPOSED SETTLEMENT	Page 3
A.	What Are the Terms of the Settlement?	Page 3
B.	Who is Included in the Settlement?	Page 4
C.	How are Settlement Payments Calculated?	Page 4
D.	Your Settlement Calculation	Page 4
E.	Release	Page 4
III.	LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS	Page 5
A.	Do Nothing and Receive a Settlement Payment	Page 5
B.	Exclude Yourself from the Settlement	Page 5
C.	Object to the Settlement	Page 5
IV.	FINAL SETTLEMENT APPROVAL HEARING	Page 6
V.	ADDITIONAL INFORMATION	Page 6

You are receiving this Notice because the Alameda County Superior Court has granted Preliminary Approval of a class action settlement for settlement purposes only, and Defendant's records indicate that you may be a member of the Settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Class Member, your interests are being represented, at no expense to you, by Hunter Pyle of Hunter Pyle Law, PC ("**Class Counsel**"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On October 6, 2023, Plaintiff filed a complaint in Alameda County Superior Court (the "**Court**") on behalf of the State of California and Aggrieved Employees. Plaintiff filed the operative First Amended Complaint on July 22, 2025, which alleges claims on behalf of the State of California, Aggrieved Employees, and Class Members against Defendant for: (1) violations of California's Paid Sick Leave and Kin Care laws; and (2) PAGA violations, based on the preceding claims.

The Parties thoroughly investigated the case. Plaintiff and Defendant were able to agree on a settlement of the case. **Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class.** Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant further denies the case meets the requirements for class certification. Defendant settled the Action in order to avoid costly, disruptive, and time-consuming litigation.

On October 23, 2025, the Court gave Preliminary Approval of the Settlement and conditionally certified the Settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendant had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Defendant has agreed to pay \$225,000.00 to settle the Action ("**Gross Settlement Amount**"). The Gross Settlement Amount includes all Settlement share payments to Participating Class Members, the PAGA Settlement Amount, the Settlement Administrator's fees and expenses, the Service Payment to the Class Representative, and Class Counsel attorneys' fees and litigation costs.

The "**Net Settlement Amount**" is the remainder of the Gross Settlement Amount after the deductions have been made for the following items: (a) \$11,250.00 for the PAGA Settlement Amount; (b) up to \$47,000.00 for the Settlement Administrator's fees and expenses; (c) up to \$7,500 to Plaintiff for serving as the Class Representative; (d) up to \$75,000.00 for the Class Counsel's attorneys' fees and (e) up to \$5,000.00 for Class Counsel's litigation costs.

B. Who is Included in the Settlement?

Included in the Settlement are all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees during the period of January 1, 2021 to October 23, 2025. The PAGA Settlement

includes all Class Members who worked from March 21, 2024 to October 23, 2025 (“**Aggrieved Employees**”).

C. How Are Settlement Payments Calculated?

Any Class Member who does not submit a written request to be excluded from the Settlement (“**Participating Class Member**”) will have their payment(s) calculated as follows:

a. **Settlement Share Payment to Participating Class Members:** The Net Settlement Amount shall be divided among all Participating Class Members on a *pro-rata* basis. Each Participating Class Member will receive a proportionate share that is equal to the number of Workweeks worked from January 1, 2021 to October 23, 2025 by each individual Participating Class Member, divided by the aggregate number of weeks worked by all Participating Class Members from January 1, 2021 to October 23, 2025.

b. **PAGA Payment:** From the \$11,250.00 allocated to PAGA penalties, one-quarter (25%) (\$2,812.50) will be distributed to the Aggrieved Employees, which consist of all Class Members who were employed at any time from March 21, 2024 to October 23, 2025. Each Aggrieved Employee will receive a proportionate share of money allocated to the Aggrieved Employees based on the number of pay periods worked by each Aggrieved Employee from March 21, 2024 to October 23, 2025 compared to the aggregate number of pay periods worked by all Aggrieved Employees from March 21, 2024 to October 23, 2025 (“**PAGA Payment**”). The remaining three-quarters (75%) (\$8,437.50) of the PAGA Settlement will be distributed to the LWDA.

c. **Tax Treatment:** 100% of the Settlement share and 100% of the PAGA Payment will be allocated to PAGA penalties, for which you will receive a 1099 tax form.

D. Your Settlement Calculation.

Your Settlement payment is estimated to be \$<<*individual_settlement_amount*>>, based on the following weeks you worked for Defendant, as reflected in Defendant’s records:

- a. **Settlement share payment:** <<*Workweeks*>> *workweeks worked from January 1, 2021 to October 23, 2025.*
- b. **PAGA Payment:** <<*total PAGA pay periods*>> *pay periods worked from March 21, 2024 to October 23, 2025.*

If you wish to dispute the number of Workweeks and/or pay periods you worked for Defendant, you must bring the dispute to the attention of the Settlement Administrator at PacBell Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164, in writing by March 7, 2026. In your written notice of dispute, please provide what you believe to be the correct information along with supporting documentation, if available, to show the changes you are seeking.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, if you do not submit a Request for Exclusion, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the funds represented by any uncashed/undeposited checks shall be transmitted to the California Controller’s Unclaimed Property Fund, in the name of the Participating Class Member.

E. Release of Claims Against Defendant.

Upon the Final Approval of the Settlement by the Court, the Effective Date, and Defendant fully funding the Gross Settlement Amount, Plaintiff and all members of the Class who do not submit timely requests for exclusion (described below) will release Defendant and all Released Parties (as defined in the Settlement Agreement) of any and all claims for alleged violations of California Labor Code §§ 233–234 and § 246.5, as well as any claims for wages, damages, unpaid costs or expenses, penalties (including, but not limited to, waiting time and wage statement penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief based upon a violation of section §§ 233, 234, and/or 246.5; which shall also extend to claims brought under California Business and Professions Code § 17200, *et seq.*, for violations of section §§ 233, 234, and/or 246.5 (the “**Released Class Claims**”). Aggrieved Employees are also releasing Defendant from PAGA claims which were asserted in the LWDA PAGA Notices.

For more information regarding the scope of the release, please read the Settlement Agreement available at www.PacBellSettlement.com.

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. **Option 1: Do Nothing and Receive a Settlement Payment.**

You do not need to do anything in order to receive a Settlement share payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement share payment so long as the Settlement is approved and becomes final.

Please keep your address current! To assist the Court and the Parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call 800-840-9309.

B. **Option 2: Exclude Yourself from the Settlement.**

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement (“opt-out”). To exclude yourself from the Settlement, you must mail your Request for Exclusion, postmarked no later than *March 7, 2026*, to:

PacBell Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
Phone: 800-840-9309
Email: PacBellSettlement@atticusadmin.com

Your Request for Exclusion must contain your full name and the following statement or a substantively similar statement: “I request to be excluded from the class action Settlement in the matter of *Wilson v. Pacific Bell Telephone Company*, Case No. 23CV046794, Alameda County Superior Court.” Your Request for Exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before **March 7, 2026**. If you request exclusion, you will not be excluded from the PAGA Settlement. If you request exclusion, you will still receive your share of the PAGA portion of the PAGA Settlement, if any, and will still be bound by the PAGA portion of the Settlement.

C. **Option 3: Object to the Settlement.**

Any Class Member who has not submitted a Request for Exclusion may object to the terms of the Settlement. You may object to the proposed Settlement in writing and/or orally at the Final Approval Hearing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number (*Wilson v. Pacific Bell Telephone Company*, Case No. 23CV046794); and (2) be mailed to the Settlement Administrator postmarked on or before March 7, 2026. A Class Member may appear personally or through an attorney, at their own expense, at the Final Approval Hearing to present their objection directly to the Court.

CLASS COUNSEL

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YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANT WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on April 23, 2026, at 3:00 p.m., in Department 25, 1221 Oak Street, Oakland, California 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting www.PacBellSettlement.com or by visiting the Court's website (see instructions below).

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense.

At no expense to you, Class Counsel will represent your interests as a Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at www.PacBellSettlement.com. You may also access Plaintiff's Motion for Preliminary Approval, and other important documents related to this case, at the above website. If you have any questions regarding this Notice, the Settlement, or the Action, you may contact Class Counsel.

The pleadings and other records in this Action, including the Settlement Agreement, also may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/>. After arriving at the website, login or create an account. Once you are logged in, click "*Searches*" and then the "*Case Number Search*" link, then enter "23CV046794" as the case number and click "*SEARCH*." Images of every document filed in the case may be viewed through the Register of Actions at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL