

United States District Court for the
Southern District Of New York

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL SETTLEMENT HEARING**

Grenawalt, et al. v. AT&T Mobility, LLC et. al.

United States District Court, Southern District of New York
Case No. 11-cv-2664 (ALC)

**If you worked for Alpha-Omega Protection
Services Corp. providing security at AT&T retail
stores, you could get a payment from a class
action settlement.**

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

- The \$385,000 settlement will provide payment to security guards employed by Defendant Alpha-Omega Protection Services Corp. (“Alpha-Omega”) to provide security to AT&T retail stores in the New York City area and who were not paid overtime pay by Alpha-Omega and who were not paid by Alpha-Omega for their wages for work done in January and February of 2011. This group of people is called the "Class."
- This is a class action settlement, meaning that, for settlement purposes only and upon approval of the settlement, the Court will declare the case a class action with respect to the security guards' claims for unpaid wages and overtime wages. If the settlement is finally approved, settlement payments will be made to the class members and class counsel, and the case as to AT&T Mobility, LLC (“AT&T”) will be dismissed.
- The lawyers for the security guards will ask the Court for up to \$160,000 in legal fees, plus approximately \$10,000 in case expenses, to be paid out of the \$385,000 award.
- Class members who do not exclude themselves from this settlement will receive a share of the settlement funds based on how much wages and overtime wages they are owed. Class members who do not exclude themselves from this settlement, who were owed overtime pay within the three years prior to the filing of this lawsuit, and who also sign a release waiving their claims under the Fair Labor Standards Act (FLSA), will receive an additional payment.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment. Be bound by the Class Judgment.
SIGN AND RETURN THE RELEASE, IF ELIGIBLE	Receive a payment, plus an additional payment in return for signing the release. Be bound by the Class Judgment.
OBJECT	Write to the Court about why you don't like the settlement.
OPT-OUT	Exclude yourself from the settlement. You will receive nothing from the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- 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. Please be patient.

BASIC INFORMATION

1. Why did you get this notice?

You have been identified someone who was employed by Alpha-Omega Protection Services Corp. and who worked at one or more AT&T retail stores as a security guard.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections are heard, an administrator appointed by the Court will make the payments that the settlement allows.

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *John Grenawalt, Carlos Miranda, and Julio Alisea v. AT&T Mobility, LLC, Alpha-Omega Protection Services Corp., Grace M. DePompo, Gladius, Inc., and Centuria, Inc.* The people who sued are called Plaintiffs, and one of the companies they sued that is making this settlement, AT&T Mobility LLC, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Alpha-Omega and its owner, Grace DePompo, failed to pay its employees overtime pay when they worked more than 40 hours per week, and failed to pay any wages at all for an approximate four week period in January and February of 2011, shortly before Alpha-Omega went out of business. Although AT&T paid Alpha-Omega for the security guards' services, the lawsuit also claims that AT&T was responsible for ensuring that Alpha-Omega paid the guards. The lawsuit claims that AT&T was the guards' joint employer with Alpha-Omega. The lawsuit claims Alpha-Omega's failure to pay overtime and regular wages violated the federal Fair Labor Standards Act and the New York Labor Law. AT&T denies that it did anything wrong and specifically denies that it was the employer or joint employer of the Plaintiffs or the putative class.

3. Why is this a class action?

The settlement agreement in this case asks the Court to approve the case as a class action. The Court is asked to find that the named plaintiffs are representatives who may sue on behalf of all Class Members who have similar claims. This allows the court to resolve the issues for all Class Members at the same time, except for those who have excluded themselves from the Class.

4. Why is there a settlement?

This case has been in court since 2011, and has a long and complicated history. In relevant part, in 2013, the District Court held that AT&T was not the Class Member's joint employer, and therefore was not responsible for any unpaid wages or overtime wages. Plaintiffs appealed that decision, and on March 14, 2016, the Second Circuit Court of Appeals reversed that decision, and held that, based on the evidence presented, the issue of whether AT&T was the Class Members' joint employer could only be decided by a jury. After that decision, the parties discussed settlement and entered into mediation in an attempt to settle their differences. The mediation was successful, and Plaintiffs and AT&T agreed to a settlement without any admission of liability by AT&T. That way, the cost and risks of a trial are avoided, and the workers affected will have the opportunity for compensation (subject to the Court's preliminary and final approval of the Settlement). The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do you know if you are a class member?

In the settlement agreement, the "Class" is defined as all employees of Alpha Omega Protection Services Corp. who provided security services at any AT&T retail store and are owed unpaid wages, unpaid overtime wages, or both, and have been specifically identified in the Declaration of Christine Clarke, previously submitted to the Court in support of Plaintiffs' Motion for Class Certification and Summary Judgment (Docket # 202) (the "Clarke Declaration"). You are receiving this notice because you were identified as such an employee of Alpha Omega Protection Services Corp.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. How much will your payment be?

Settlement Shares fall into two payment types: (1) unpaid wages, and unpaid overtime wages pursuant to the New York Labor Law; and (2) unpaid overtime wages pursuant to the Fair Labor Standards Act, for those Class Members who had those claims and who sign a release. (Class Members who did not work more than 40 hours in a week in the three year period prior to this lawsuit being filed on April 19, 2011, do not have FLSA claims and are ineligible for a share of the FLSA portion of the settlement).

Your estimated share of the \$385,000 settlement fund, after the payment of attorneys' fees and case expenses, settlement administration costs (capped at \$15,000), payments to the three Class Representative Plaintiffs (\$15,000 in total), is shown on the attachment to this notice. It is "estimated" because the final computation has not been conducted. Additionally, the amount you are being offered to sign and return a release of your FLSA claims is shown on the attachment to this notice.

7. What does it mean if I participate?

If you choose to participate in this Settlement or if you do nothing, you will automatically receive your Settlement Share of the class action settlement of New York Labor Law claims. It also means that you will be bound by the Class Judgment in this action, which will release all claims that were raised or could have been raised on the facts alleged by Plaintiffs' First Amended Complaint. The exact language of the Class Release can be found in the Settlement Agreement.

If you are eligible for a share of the \$45,000 FLSA Settlement Fund, and sign and return the FLSA Claim Form and Release within the required timeframe, you will receive the additional payment specified. If you are eligible for a share of the FLSA Settlement Fund, a copy of the FLSA Claim Form and Release is enclosed with this notice.

HOW YOU GET A PAYMENT

8. How can you get a payment?

If you do nothing, you will receive a payment if the Court approves the settlement. If you are eligible for a share of the FLSA Settlement Fund and sign and return the FLSA Claim Form and Release within the required timeframe, you will receive the additional payment specified if the Court approves the settlement.

9. When would you get your payment?

The Court will hold a hearing on December 4, 2017 to decide whether to approve the settlement. If Judge Carter approves the settlement, there may be appeals by objectors after that, if there are any objectors. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

10. What if I have questions about the settlement or my share?

If you have additional questions about the settlement or about your estimated Settlement Share, you may submit an inquiry to the Settlement Administrator or Class Counsel. See below for their contact information.

THE LAWYERS REPRESENTING YOU

11. Do you have a lawyer in this case?

Plaintiffs have asked the Court to authorize Jason Rozger and John Beranbaum of the law firm of Beranbaum Menken LLP in New York, NY to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$160,000 to them for attorneys' fees, and payments of \$5,000 to each of the three Class Representatives. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. Funds from the settlement fund will also pay for the expenses of the case, estimated to be approximately \$10,000, the costs of administering the settlement, estimated to be approximately \$15,000.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

13. How do you tell the Court that you don't like the settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing, giving reasons why you think the Court should not approve the settlement. 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 objections and supporting papers must (a) clearly identify the case name and number (*Grenawalt v. AT&T Mobility LLC*, , Case Number 11-CV-2664 (ALC)), (b) include your name, address and telephone number, and (c) be mailed to the Settlement Administrator at Post Office Box 1657, Tallahassee, FL 32302, postmarked by October 27, 2017.

REQUESTING EXCLUSION FROM THE SETTLEMENT

14. How do you exclude yourself from the settlement?

If you want to be excluded from the Settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator to request to "opt out." Your "opt-out" request letter can be as simple as "*I do not want to be a part of the settlement in Grenawalt v. AT&T Mobility LLC, Case Number 11-CV-2664 (ALC),*" To be considered complete and timely, your "opt-out" request letter must include your full name, address, last four digits of your Social Security number (for identity verification purposes only), signature, and be mailed by First Class U.S. Mail to the Settlement Administrator, postmarked on or before **October 27, 2017**. If you file a timely and valid "opt-out" request, you will no longer be a member of the Class, and you will **not receive** any money from the Settlement, or be able to object to the Settlement. However, if you do timely "opt out," you will not be bound by the terms of the Settlement and may pursue any claims you may have against the Defendant, at your own expense.

15. What is the difference between objecting and excluding myself from the settlement?

Objecting means telling the Court what you don't like about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be a 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 hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing December 4, 2017 at 10 a.m. at the United States District Court for the Southern District of New York, 40 Foley Square, New York, New York in Courtroom 1306, 13th Floor. The Judge assigned to the case is Andrew L. Carter, Jr. 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 Carter will listen to people who have asked to speak at the hearing. 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 Final Approval hearing may be continued without further notice. Any updates to the Final Approval hearing date will be available at: www.nyemployeeelaw.com and the Court's PACER site.

17. Do you have to come to the hearing?

No. Class Counsel will answer questions Judge Carter may have. But, you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you filed your written objection on time with the Court, as listed above in question 12, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. May you speak at the hearing?

You may 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.

IF YOU DO NOTHING

19. What happens if you do nothing at all?

If you do nothing, you will receive a payment if the Court approves the settlement. However, if you do nothing, you will not receive an additional payment from the FLSA Settlement Fund.

INFORMATION CORRECTION

20. What if my Notice form contains incorrect address information for me?

Included with this Notice is an Estimated Share Form that contains the most current address information for you. If the information on the form is incorrect, please correct it and mail it to the settlement administrator: Settlement Services, Inc., P.O. Box 1567, Tallahassee, FL 32302-1567

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.nyemployeeelaw.com, by contacting class counsel (see below), 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 Southern District of New York, 500 Pearl Street, New York, New York, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel. You can reach the Settlement Administrator at:

Settlement Services, Inc.
P.O. Box 1657
Tallahassee, FL 32302-1657
855-983-2652 (toll free)

You can also reach Class Counsel at:

Jason Rozger
John Beranbaum
BERANBAUM MENKEN LLP
80 Pine Street, 33rd Floor
New York, NY 10005
Tel: (212) 509-1616
Fax: (212) 509-8088
jrozger@nyemployeelaw.com
jberanbaum@nyemployeelaw.com

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT
TO INQUIRE ABOUT THIS SETTLEMENT OR THE OPT-OUT PROCESS.**

Date: August 28, 2017

[name] [mailid]
address
city, state zip

Estimated Share Form

GRENAWALT et al. v. AT&T Mobility, et. al.,
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YOUR ESTIMATED SETTLEMENT PAYMENT IS: \$[non-FLSA Settlement Estimated Share].

You do not need to do anything to receive this payment.

This estimate is based on payroll records maintained by ADP and Alpha-Omega Protection Corp.

In addition, if you sign the attached FLSA Claim Form and Release, you will receive an additional payment of \$[FLSA Fund Estimated Share] if the Court approves the settlement.

CLASS MEMBER IDENTIFICATION

Below is the information on file for you. If it is not correct, please correct this form and mail it *promptly* to the Settlement Administrator: Settlement Services, Inc., P.O. Box 1657, Tallahassee, FL 32302-1657.

CORRECTION

Name: [fname, lname]

Address: [address]

FLSA Claim Form and Release

Grenawalt, et al. v. AT&T Mobility, LLC et. al.
United States District Court, Southern District of New York
Case No. 11-cv-2664 (ALC)

In order to receive the payment specified for you from the FLSA Settlement Fund in the above-referenced legal action (the “Action”), you must agree to release your claims under the Fair Labor Standards Act, as more fully described herein. The deadline for returning this FLSA Claim Form and Release is October 27, 2017 – if you do not sign, date and mail this FLSA Claim Form and Release to the Settlement Administrator such that it postmarked by that date, you will not be eligible to receive any payment from the FLSA Settlement Fund.

1. By signing and returning this form, you consent in writing to become a party plaintiff in the Action pursuant to Section 216(b) of the Fair Labor Standards Act (“FLSA”), and authorize Beranbaum Menken LLP as Class Counsel to act on your behalf in all matters relating to the Action, including the settlement of your claims.
2. You understand your share of the FLSA Settlement Fund is \$[FLSA Fund Estimated Share], as set forth on the Estimated Share Form accompanying this FLSA Release Form. This amount is in addition to any Settlement Share that you may receive as part of the class action settlement of New York Labor Law claims.
3. By signing below, you release AT&T Mobility, LLC and all of its former, present or future parents, subsidiaries, affiliates, partners, officers, directors, employees, agents, fiduciaries, owners, shareholders, insurers, assigns, administrators, subrogees, privies, attorneys and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (“Released Parties”) from any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, related in any way to unpaid wages or overtime premium pay, and, arising during the period from the beginning of time to the date on which the Court grants Final Approval of the settlement, including, but 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 an alleged failure to pay wages, including overtime premium pay and the minimum wage, to fullest extent permitted by law, as well as any and all claims under the FLSA that were alleged in the Action and any and all claims, rights, demands, liabilities, and causes of action of any kind that could have been alleged under the FLSA in the Action based on the facts alleged in the complaints filed in the Action.

4. By signing below, you further:

- (A) Agree to be bound to the terms set forth in the Joint Stipulation and Agreement Regarding Class Action Settlement that has been filed in the Action (the “Settlement Agreement”);
- (B) Agree that Defendant AT&T Mobility, LLC shall have no liability to you regarding any taxation of the payment of your share of the FLSA Settlement Fund;
- (C) Represent and warrant that you have not filed, or taken any action, directly or indirectly, to commence, prosecute, pursue or participate, individually or on a class or collective action basis, any action, claim or proceeding against the Released Parties asserting any of the claim released by this FLSA Claim Form and Release, or which would, in any way, prevent any such claims from being extinguished;
- (D) Represent and warrant that you are over the age of 18 and have the legal capacity to enter into this FLSA Claim Form and Release;
- (E) Represent and warrant that you have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim (or any portion thereof or interest therein) that is being released by this FLSA Claim Form and Release;
- (F) Acknowledge that, according to the terms of the Settlement Agreement, Defendant AT&T Mobility, LLC may revoke or nullify the Settlement Agreement if an insufficient number of Class Members agree to the settlement, as more fully set forth in the Settlement Agreement, and that, if Defendant AT&T Mobility, LLC does elect such revocation or nullification, your agreement to this FLSA Claim Form and Release shall be void and of no further force or effect; and
- (G) Acknowledge that you have had a full and fair opportunity to review and consider this FLSA Claim Form and Release, that you have had the opportunity to consult with Class Counsel if you chose to do so, and that you are entering into this FLSA Claim Form and Release knowingly and voluntarily.

Signature: _____

Print Name: _____

Address: _____

Social Security # (last four digits): _____