SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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ORDER

DANE GARNICA VS. VERIZON WIRELESS TELECOM, INC. et al

001C02698799

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Superior Court of California
County of San Francisco

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT NO. 305

DANE GARNICA, WENDY JOHNSTON, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

VERIZON WIRELESS TELECOM, INC., CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS, AIRTOUCH CELLULAR, and Does 1 through 50, inclusive,

Defendants.

Case No. CGC-08-476827

ORDER:

a) **GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONALLY CERTIFYING THE SETTLEMENT CLASS;**

b) **APPROVING THE FORM AND MANNER OF CLASS NOTICE AND DIRECTING THAT CLAIMS ADMINISTRATOR GIVE SUCH NOTICE TO THE PROPOSED SETTLEMENT CLASS;**

c) **APPROVING THE GARDEN CITY GROUP, INC., AS CLAIMS ADMINISTRATOR;**

d) **SETTING A HEARING FOR FINAL APPROVAL OF THE PROPOSED SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL AND CLASS REPRESENTATIVE ENHANCEMENT;**

e) **PROVISIONALLY APPOINTING QUALLS & WORKMAN, LLP AS CLASS COUNSEL; AND,**

f) **PROVISIONALLY APPOINTING NAMED PLAINTIFFS DANE GARNICA AND WENDY JOHNSTON AS CLASS REPRESENTATIVES.**

On December 8, 2009, a hearing was held on the application of Plaintiffs and class representatives Dane Garnica ("Garnica") and Wendy Johnston ("Johnston") and Defendants Verizon Wireless Telecom, Inc., AirTouch Cellular, and Cellco Partnership (collectively "Verizon"), for preliminary approval of the parties' proposed settlement and provisionally certifying the class for purposes of settlement; approval of the notice to be sent to the class about the settlement, the claims form, and the election to opt out of class and not participate in settlement; appointment of the claims administrator; provisional appointment of class counsel; provisional appointment of class representatives; and, the setting of a date for the hearing on the parties' motion for final approval of the settlement and Plaintiffs' motion for the Class Representative Payments, the Class Counsel Attorneys' Fees Payment, and the Class Counsel Litigation Expenses Payment. Daniel H. Qualls of Qualls & Workman, LLP, appeared for Plaintiffs Garnica and Johnston; and Catherine S. Nasser of Jones Day appeared for Verizon.

The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

IT IS ORDERED:

1. The parties' Stipulation of Settlement Agreement (the "Settlement") found in Exhibit O to the Declaration of Daniel H. Qualls filed on November 10, 2009: (a) Granting Preliminary Approval of Class Settlement and Provisionally Certifying the Class for Purposes of Settlement; (b) Approving the Form and Manner of Class Notice and Directing that the Claims Administrator Give Such Notice to the Proposed Settlement Class; (c) Appointing The Garden City Group, Inc., as Claims Administrator; (d) Appointing Qualls & Workman, LLP as Class Counsel; (e) Appointing Dane Garnica and Wendy Johnston as Class Representatives; and, (f) Setting Hearing for Final Approval of the Proposed Settlement and Award of Fees and Costs to Class Counsel and Class Representative Enhancement, is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's length and informed negotiations and to treat all Class Members fairly.

2. The Court grants the parties request to provisionally certify the proposed settlement

class as defined by the Settlement. The Court provisionally finds that the proposed class is sufficiently numerous such that class administration of the claims is warranted. The Court further provisionally finds that the claims presented in the Amended Complaint filed by Garnica and Johnston give rise to predominate common questions of law and fact among members of the settlement class, that Plaintiffs' claims are typical of those of the class, and that efficient administration of the claims of individual class members recommends certification of the class. The Court further provisionally finds Qualls & Workman, LLP to be sufficiently experienced and proficient in class action proceedings and that they may act as Class Counsel. The Court further provisionally finds that Dane Garnica and Wendy Johnston may act as class representatives.

3. The parties' proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members, and such notice is the best notice practicable. The parties' proposed form of Notice of Class Action and Proposed Settlement of Class Action, Preliminary Court Approval of Settlement, and Hearing Date for Final Court Approval ("Class Notice"), and proposed forms of Claims Form and Request for Exclusion from Class Action Settlement (*id.*, Exhs. A-C) (collectively the "Class Notice Packet"), are sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement, their rights to object to the settlement, their right to receive a Settlement Award and, their right to elect not to participate in the Settlement, the processes for doing so, and the date and location of the final approval hearing; and therefore the Court approves them all.

4. The Court appoints The Garden City Group, Inc., ("Garden City") to act as the Claims Administrator, pursuant to the terms set forth in the Settlement.

5. Any Class Member who wishes to claim his or her Settlement Share has 45 days after the mailing of the Class Notice Packet to date, sign, and return his or her Claims Form. The Class Member may make corrections of the personnel information appearing on the Claims Form and submit supporting documentation prior to returning the form.

6. Any Class Member who wishes to object to the Settlement has until 45 days after the mailing of the Class Notice Packet to submit his or her objection pursuant to the procedures set

forth in the Class Notice.

7. Any Class Member who wishes not to participate in the Settlement has until 45 days after the date the Settlement Administrator mails the Class Notice Packet to submit a Request for Exclusion from Class Action Settlement.

8. Garden City will disseminate the Class Notice Packet according to the notice plan described in the Settlement Agreement in the same form as attached to this Order as Exhibits A, B and C. The parties will submit proof of distribution of notice to the Court at least twenty (20) days prior to the final approval hearing. Garden City shall provide Class Counsel and the Court the identification of any Class Member(s) who opt out of the Settlement. Such information must be received by the Court at least twenty (20) days prior to the final approval hearing.

9. The Court directs Verizon to provide the Class Data to Garden City within fifteen (15) days after the date of this order, as specified by the Settlement Agreement.

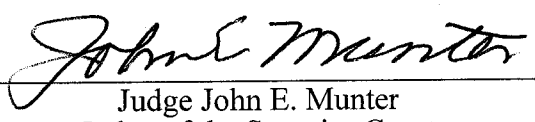
10. The Court directs Garden City to mail the approved Class Notice Packet by first-class mail to the Class Members within ten (10) days after receipt of the Class Data from Verizon. The envelope in which Garden City will mail the Class Notice Packet shall have the following language above the Class Members' address: "Please open immediately. This letter concerns an ongoing lawsuit in which your rights may be affected."

11. The Court will hold a final hearing on March 19, 2010, at 9:30 a.m., to determine whether the Court should grant final approval of the Settlement as fair, reasonable, and adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Garnica's and Johnston's requests for the Class Representative Enhancements and Class Counsel's request for the Class Counsel Attorneys' Fees Payment and the Class Counsel Litigation Expenses Payment. Class Members and their counsel may support or oppose the Settlement and the motion for awards of the Class Representative Payment and the Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Expenses Payment, if they so desire, as set forth in the Class Notice. All requests regarding final approval should be received by the Court at least twenty (20) days prior to the date of the final approval hearing.

12. Any Class Member may appear at the final approval hearing in person or by his or her own attorney, and show cause why the Court should not approve the Settlement, or object to the motion for awards of the Class Representative Enhancement Payment and the Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Expenses Payment. To object in person at the hearing, a Class Member, within forty-five (45) days after the mailing of the Class Notice Packet, must serve upon Class Counsel and file with the Clerk of the Court his or her written objections.

13. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

Dated: December 8, 2009.



Judge John E. Munter
Judge of the Superior Court

EXHIBIT

A

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DANE GARNICA, WENDY JOHNSTON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

VERIZON WIRELESS TELECOM, INC., CELLCO PARTNERSHIP, d/b/a/ VERIZON WIRELESS, AIRTOUCH CELLULAR, and Does 1 through 50, inclusive,

Defendants.

No. CGC-08-476827

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT OF CLASS ACTION, PRELIMINARY COURT APPROVAL OF SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL

TO: ALL PERSONS WHO HAVE BEEN EMPLOYED BY CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS AND AIRTOUCH CELLULAR D/B/A VERIZON WIRELESS (THE "DEFENDANTS"), (OR EITHER OF THEM) IN CALIFORNIA IN A NON-EXEMPT POSITION FROM JUNE 26, 2004 THROUGH [INSERT THE DATE ON WHICH THE COURT GRANTS PRELIMINARY APPROVAL TO THE SETTLEMENT].

PLEASE READ THIS NOTICE CAREFULLY; IT MAY AFFECT YOUR LEGAL RIGHTS TO CLAIM ADDITIONAL WAGES WHILE YOU WERE EMPLOYED BY DEFENDANTS DURING THE TIME PERIOD SHOWN ABOVE.

THE NOTICE INFORMS YOU OF YOUR MEMBERSHIP IN A CERTIFIED CLASS IN THIS ACTION; A SETTLEMENT THAT HAS BEEN REACHED IN THIS ACTION WHICH, IF APPROVED, WILL DETERMINE THE OUTCOME OF THIS ACTION AND YOUR RIGHTS TO SHARE IN THE SETTLEMENT PROCEEDS; AND YOUR RIGHT TO OBJECT TO THE SETTLEMENT OR TO ELECT NOT TO PARTICIPATE IN THE CLASS AND THE SETTLEMENT.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS AND THE SETTLEMENT, YOU MUST COMPLETE AND RETURN A REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT ON OR BEFORE _____ __, 2010, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST REVIEW, COMPLETE, SIGN, AND RETURN TO THE CLAIMS ADMINISTRATOR THE ENCLOSED CLAIMS FORM BY _____, 2010, OR ELSE YOU WILL NOT BE ENTITLED TO RECEIVE A SETTLEMENT SHARE. IF ANY INFORMATION APPEARING ON YOUR CLAIMS FORM IS INCORRECT, ENTER YOUR CORRECTIONS ON THE FORM AND ATTACH ANY SUPPORTING DOCUMENTATION BEFORE RETURNING THE FORM TO THE CLAIMS ADMINISTRATOR.

Pursuant to the Order of the Superior Court of California, County of San Francisco (the "Court"), entered on December __, 2009, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between Plaintiff Dane Garnica ("Plaintiff Garnica") and Plaintiff Wendy Johnston ("Plaintiff Johnston"), the class representatives (collectively, "Plaintiffs"), and Defendants, in the class action pending in the Court brought on behalf of a class composed of the following individuals:

All people who were employed by Defendants (or either of them) in California in

a non-exempt position from June 26, 2004 through [Insert the date on which the Court grants preliminary approval to the Settlement] (the "Class" or "Class Members").

The Court preliminarily approved the Settlement. You received this Notice because Defendants' records show that you are a Class Member. This Notice is designed to inform you of the action and the proposed Settlement, your right to receive a share of the Settlement, and how you can object to the Settlement or elect to opt out of the Class and not participate in the Settlement. Even if you object to the Settlement, unless you request to exclude yourself from the class action settlement (see attached "Request for Exclusion") and not participate in the Settlement, if it is finally approved by the Court, the Settlement will bind you.

2. BACKGROUND OF THE CASE

On June 26, 2008, Plaintiff Garnica filed a class action complaint and, on December 3, 2009, Plaintiff Garnica and Plaintiff Johnston filed an Amended Complaint (the "Lawsuit"). The Amended Complaint alleges the following: (1) the first cause of action alleges that Defendants failed to properly pay overtime wages to putative class members in violation of Labor Code section 1194; (2) the second cause of action alleges that Defendants are violating Business and Professions Code section 17200, *et seq.*, by committing unfair business practices by failing to pay their hourly employees compensation and overtime wages at the lawful rate and failing to provide timely and proper payroll statements and payroll records as required by law; and, (3) the third cause of action seeks recovery of all applicable civil penalties as provided by the Labor Code Private Attorneys General Act of 2004 ("PAGA").

The parties participated in negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an adverse result in the Lawsuit, the Parties agreed to settle the Lawsuit pursuant to the terms and conditions of the Settlement.

Defendants deny any liability or wrongdoing of any kind associated with the Lawsuit, and further deny that the action is appropriate for class or representative treatment for any purpose other than settling the Lawsuit. With respect to Plaintiffs' claims, Defendants contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all applicable Industrial Welfare Commission Orders, and all

other applicable laws, statutes and Orders. Moreover, Defendants contend, among other things, that the majority of Class Members were in fact overpaid. Nothing contained in this Notice, nor the fact of this Notice itself, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. This Notice is a settlement document and shall, pursuant to California Evidence Code sections 1152 and 1154, be inadmissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce the Settlement.

3. SUMMARY OF THE SETTLEMENT

The Settlement provides for the following:

a. Who is included in the Settlement? All Class Members (all people who were employed by Defendants (or either of them) in California in a non-exempt position from June 26, 2004 through [Insert the date on which the Court grants preliminary approval to the Settlement]) are included in the Settlement.

b. How do I receive money from the Settlement? If the Settlement is finally approved and you submit a valid and timely completed Claims Form, enclosed herewith, you will receive a portion of the Settlement. You should confirm that the claims administrator has your current contact information so that you can receive your settlement share.

c. What is the total Settlement value? The maximum total Settlement amount Defendants shall pay is $5,000,000.00 (Five Million dollars) ("the Gross Settlement Fund"). This amount represents the maximum payment Defendants shall be required to make under this Settlement, and it shall be used to cover all payments of class claims, administration costs, interest, Class Counsel's attorneys' fees and costs, the Class Representatives' enhancement awards, PAGA penalties, the settlement of Plaintiffs' individual claims, and all other payments provided for by this Settlement, with the exception of Defendants' share of applicable payroll taxes, such as the Federal Insurance Contributions Act tax ("FICA"), and the Federal Unemployment Tax Act ("FUTA"), except as noted in the Stipulation of Settlement.

Payment of class claims from the Gross Settlement Fund will be in the form of: (1) a settlement amount allocated to the payment to Class Members and the State of California to

settle all claims for penalties and liquidated damages, including all PAGA claims, and all claims for interest; and, (2) a settlement amount allocated to the payment to Class Members for alleged unpaid wages (collectively, the "Class Member Settlement Awards").

Defendants guarantee that payment of class claims will be at least fifty percent (50%) of the Class Member Settlement Awards. All Class Members who submit initial or corrected claims forms that have been adjudged accurate and complete by the Claims Administrator, and who have not filed complete and accurate Requests for Exclusion ("Qualified Claims"), will receive a settlement share. If the amount claimed by the Class is less than 50% of the Class Member Settlement Awards, then the funds available for distribution to Class Members will be increased to 50% of the Class Member Settlement Awards (the "Guaranteed Funds").

Defendants shall retain unclaimed or undistributed monies allocated to the Settlement Class that is in excess of the Guaranteed Funds. Defendants shall first apply said funds to payment of Defendants' share of payroll taxes (for example, FICA and FUTA) with respect to that portion of settlement payments to Class Members allocated to payment of wages. The balance of said funds, if any, shall then revert to Defendants.

d. What will I receive from the Settlement? The Class Member Settlement Awards shall be classified as follows:

(1) Four million two-hundred thousand dollars and zero cents ($4,200,000.00) of all settlement payments of the Gross Settlement Fund will be for all penalty and interest claims in the lawsuit, including but not limited to claims under the PAGA. From this amount, one-hundred thousand dollars and zero cents ($100,000.00) will be paid to the Labor and Workforce Development Agency of the State of California ("LWDA") pursuant to the requirements of Labor Code section 2699(i).

(2) Eight-hundred thousand dollars and zero cents ($800,000.00) of all settlement payments from the Gross Settlement Fund will be for unpaid wages.

The Claims Administrator shall make payments to the Settlement Class based on a percentage of total earnings. In that regard, the Claims Administrator shall determine each class

member's percentage of the award by: (1) calculating the total amount paid to each class member by Defendants during the Class Period as compensation for services rendered as a non-exempt employee ("Total Compensation"); and, (2) dividing each class members' Total Compensation by the Total Compensation of all class members ($1,637,921,093). Defendants shall provide this data to the Claims Administrator.

All appropriate taxes will be withheld and class members will be issued W2's and/or Form 1099's. Each member of the Settlement Class will be responsible for characterization for taxation purposes of the payment received.

Assuming that (i) the Court finally approves the Settlement, (ii) the Court approves the amounts sought for the Class Representatives Payments, the Class Counsel Attorneys' Fees Payment and Class Counsel Litigation Expenses Payment, the payment to the Labor Workforce Development Agency of the State of California, and the payment to the Settlement Administrator for its fees and expenses, and (iii) all Class Members receive a settlement share, Class Members will receive an estimated settlement share of $3.05 per thousand dollars of compensation paid for compensation earned when employed by Defendants (or either of them) in California in a non-exempt position from June 26, 2004, through the date on which the Court grants preliminary approval to the Settlement. The settlement share calculation of $3.05 per thousand dollars compensation paid is based on the amount of the Gross Settlement Fund ($5,000,000) divided by the amount of total compensation of all class members during the class period ($1,637,921,093). Your actual settlement share may end up being higher or lower than estimated.

e. When will I receive my portion of the Settlement? The settlement shares and other amounts will be paid to Class Members who submitted valid and timely Claims Forms after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement.

f. How do I dispute information in my Claims Form?

(1) The Court has appointed Garden City (the "Settlement

Administrator") to act as an independent administrator and to resolve any dispute concerning the calculation of a Class Member's portion of the Settlement.

(2) The Settlement Administrator shall mail to each Class Member a pre-printed Claim Form, enclosed with this Notice, that states, based on Defendants' payroll records, each Class Member's Total Compensation.

(3) The pre-printed information based on Defendants' records shall be presumed to be correct, unless proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Claim Form by submitting evidence to the Settlement Administrator along with the Claim Form. If a Class Member disputes the accuracy of Defendants' records or Defendants contend a claim is invalid, the dispute will be referred to the Settlement Administrator, who may communicate with the Class Member, Class Counsel, and counsel for Defendants, may consider any documentation submitted by the Class Member, Class Counsel, and/or Counsel for Defendants, and will issue a non-appealable decision as to the total amount due, if any, to the Class Member. The submission of any dispute to the Settlement Administrator must be made within thirty (30) calendar days of the mailing of the settlement payments or notice of denial of a claim to the Class Member, whichever date is earlier. Any Class Member may, at his/her option, meet with the Settlement Administrator telephonically or in person. If in person, the Class Member will bear all of his/her own travel expenses to the Settlement Administrator's office. Any Class Member may retain an attorney for the interview at the Class Member's own expense. Class Members must complete the Claim Forms in their entirety for them to be considered valid.

g. What claims are being released as part of the Settlement?

(1) Upon final approval by the Court, Plaintiff Garnica and Plaintiff Johnston, on behalf of themselves and on behalf of each and every Class Member who has not submitted a valid Request for Exclusion, fully release and discharge Verizon Wireless Telecom, Inc. and Defendants, and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of their respective past and

present shareholders, officers, partners, directors, employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, the "Releasees") related to all disputes and claims existing between them based on, arising out of, or related to the Lawsuit and causes of action alleged therein, including any and all claims arising out of or related to the following: (i) unpaid or untimely compensation (including, but not limited to, minimum wages and overtime compensation and other premium wages); (ii) waiting time penalties for late payment of wages due upon termination of employment; (iii) restitution for unpaid compensation and wages; (iv) any other statutory penalties, liquidated damages, or other premium compensation related to said unpaid wages or compensation; (v) actual damages, statutory damages or statutory penalties associated with inaccurate wage statements; (vi) premium wages, actual damages, statutory damages, or statutory penalties related to said unpaid compensation and overtime wages; (vii) punitive or exemplary damages related to any of the foregoing claims; and (viii) any action under the Labor Code Private Attorney General Act, Labor Code section 2698 et seq., related to any of the foregoing. These claims include, without limitation: (a) claims based on Labor Code sections 201, 202, 203, 204, 226, 510, 1174, 1194, 1197; (b) any penalties or liquidated or statutory damages available under any provision of law based upon violations of those sections (including without limitation Labor Code sections 203, 210, 558, 1174.5, 1175, 1194, 1194.2, 1194.5, 1197.1, 1199, 226(e), 226.3, and 2699.5); (c) any relief under Business & Professions Code section 17200 et seq. premised on violations of any or all of the aforementioned Labor Code sections; and (d) claims for attorneys' fees, interest and costs related to any such claims.

(2) The Released Claims include all of the claims described above, whether known or unknown by you at this time. Thus, if even if a Participating Class Member discovers facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of the Class's Released Claims, those claims will remain released and forever barred. Therefore, Participating Class Members expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which

reads:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(3) Upon the Date of Final Approval, this waiver and release of claims shall be binding on Plaintiff Garnica and Plaintiff Johnston and each and every member of the Settlement Class who has not submitted a valid request Request for Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of Defendants.

h. Class Representative Payment: In addition to their settlement shares, Plaintiffs will seek approval from the Court for payment of $10,000 each for their service as Class Representatives. This payment will be made out of the Settlement.

i. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: Defendants agree not to oppose a fee request by Class Counsel of 25% of the Gross Settlement Fund, which amount shall compensate Class Counsel for attorneys' fees. In addition, Class Counsel shall be entitled to recover from the Gross Settlement Fund compensation to cover actual litigation expenses incurred by Class Counsel, in an amount to be determined by the Court.

Payment to LWDA. Pursuant to PAGA, the Labor and Workforce Development Agency of the State of California (the "LWDA") will be paid $100,000 out of the Settlement as the LWDA's share of the settlement of civil penalties.

j. Costs of Administration: The Settlement Administrator's reasonable fees and expenses incurred in administering the Settlement will be paid out of the Gross Settlement Fund.

4. PLAINTIFF GARNICA, PLAINTIFF JOHNSTON AND CLASS COUNSEL'S SUPPORT OF THE SETTLEMENT.

Plaintiff Garnica and Plaintiff Johnston, as Class Representatives, and Class Counsel support the Settlement. Their reasons include the risk of an unsuccessful outcome on the merits

of Plaintiffs' claims, and the inherent delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, on careful consideration of all of the facts and circumstances of this case, including Defendants' evidence that Class Members were overpaid, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

5. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

a. Claiming Your Portion of the Settlement. In order to receive a Settlement payment, you must fully complete and timely mail the Claim Form (which is enclosed with this Notice) to the Claims Administrator at the address below. Your Claim Form must be postmarked no later than _____ (within 45 days of the date of mailing of this Notice). Late or incomplete Claim Forms will not be honored.

Return your Claims Form by U.S. mail, facsimile, or professional or personal delivery to the Settlement Administrator at:

Garnica et.al. v. Verizon Wireless Telecom Inc. et.al.
Class Action Claims Administrator
c/o Garden City

_____

_____

Telephone: (___) ___-____
Facsimile: (___) ___-____

b. Objecting to the Settlement. If you believe the Settlement is unfair or inadequate in any respect, you may object to the Settlement, personally or through an attorney, by filing a written objection with the Court, along with a Notice of Intention to Appear, and mailing a copy of your objection to Class Counsel and Counsel for Defendants. All objections must be signed and set forth your address, telephone number, and the name of the case (Garnica, et al. v. Verizon Wireless Telecom, Inc., et al., Case No. CGC-08-476827). All objections must be served and filed no later than _____. If you submit an objection, you may appear, personally or through an attorney, at your own expense, at the final approval hearing (discussed below). Your

objection should clearly explain why you object to the Settlement and must state whether you (or someone on your behalf) intend to appear at the Final Approval Hearing. Only those who do not timely request an exclusion per paragraph (c) below may object. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

Any member of the Class who does not object in the manner provided above shall be deemed to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and litigation costs, the claims process, the enhancement awards, and all other aspects of the Settlement. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

Regardless of whether you file an objection, you must timely submit a Claim Form in order to receive any proceeds under the Settlement.

Contact information for Class Counsel and Defendants' Counsel is as follows:

CLASS COUNSEL

Daniel H. Qualls
Robin G. Workman
Qualls & Workman, LLP
244 California Street, Suite 410
San Francisco, California 94111
Telephone: (415) 782-3660
Facsimile: (415) 788-1028
E-mail: dan@qualls-workman.com
E-mail: robin1@qualls-workman.com

DEFENDANTS' COUNSEL

Stanley Weiner
JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114

Catherine S. Nasser
JONES DAY
555 California Street, 26th Floor
San Francisco, CA 94104

c. Electing to opt out of the Class and not participate in the Settlement.

If you do not want to participate in the Settlement, you must complete and mail the "Request for Exclusion" (enclosed with this Notice) to the Claims Administrator at the address listed on the Request for Exclusion form. In order to be valid, your Request for Exclusion must be postmarked no later than _____.

If you sign and return the Request for Exclusion, you will not be eligible to receive any of the benefits under the Settlement. However, you will retain whatever rights you may have against Defendants for claims under section 3g of this Notice.

d. If You Do Nothing. If you do nothing in response to this Notice, you will not receive any benefits under the Settlement, but you will be deemed to release all released claims under section 3g above against Defendants and the Releasees.

6. FINAL SETTLEMENT APPROVAL HEARING

The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, and Class Counsel's request for Attorneys' Fees and Litigation Costs, and Plaintiffs' Enhancement Awards will be held on March 19, 2010, at 9:30 a.m., in Department 305 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California. The Final Approval Hearing may be continued without further notice.

7. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. The complete Settlement Agreement is on file with the Clerk of the Court. You may examine the pleadings and other records in this litigation, including the Settlement Agreement (i) online at http://webaccess.sftc.org/scripts/magic94/Mgrqispi94.dll?APPNAME=IJS&PRGNAME=casenumberprompt22, (ii) in person at the Office of the Clerk at the Superior Court of California, City and County of San Francisco, 400 McAllister Street, San Francisco, California 94102, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or (iii) by contacting Class Counsel or the Settlement Administrator. **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THE SETTLEMENT.**

BY ORDER OF THE COURT.

EXHIBIT

B

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

DANE GARNICA, WENDY JOHNSTON, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

VERIZON WIRELESS TELECOM, INC., CELLCO PARTNERSHIP, d/b/a/ VERIZON WIRELESS, AIRTOUCH CELLULAR, and Does 1 through 50, inclusive,

Defendants.

No. CGC-08-476827

CLAIMS FORM

IF YOU WANT TO CLAIM YOUR SETTLEMENT SHARE, YOU MUST COMPLETE THIS CLAIMS FORM AND MAIL IT TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS SHOWN BELOW, POSTMARKED NOT LATER THAN _____, 2010.

IF ANY OF THE INFORMATION APPEARING ON THIS CLAIMS FORM IS INCORRECT, PLEASE ENTER YOUR CORRECTIONS ON THE FORM AND (AS APPLICABLE) ATTACH SUPPORTING DOCUMENTATION BEFORE RETURNING IT TO THE SETTLEMENT ADMINISTRATOR

THE COMPLETED DOCUMENT MUST BE SENT TO:
Garnica, et al. v. Verizon Wireless Telecom, Inc., et al. Class Action Claims Administrator
Garden City, LLP.

_____

_____

Telephone: (___) ___-____

Facsimile: (___) ___-____

PERSONAL INFORMATION FOR CLASS MEMBER RECEIVING THIS CLAIMS FORM

Name: _____

Mailing Address: _____

_____

Last four digits of Social Security number: _____

Cellco/AirTouch employee identification number: _____

Estimated Settlement Share (assumes that the Settlement is finally approved and you timely submit this completed Claim Form) _____

IF ANY OF THE INFORMATION SHOWN ABOVE *IS NOT* CORRECT, INDICATE SO BELOW. IF YOU ARE DISPUTING YOUR TOTAL COMPENSATION, STATE THE CORRECT TOTAL COMPENSATION EARNED AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR BELIEF.

RELEASE

By signing and returning this Claim Form and accepting the benefits under the Settlement, you (on behalf of yourself and each of your successors, assigns, heirs, executors, trustees, and administrators) are releasing Defendants for the following known and

unknown claims:

Upon final approval by the Court, Plaintiff Garnica and Plaintiff Johnston, on behalf of themselves and on behalf of each and every Class Member who has not submitted a valid Request for Exclusion fully releases and discharges Verizon Wireless Telecom, Inc. and Defendants, and each of their present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of their respective past and present shareholders, officers, partners, directors, employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, the "Releasees") related to all disputes and claims existing between them based on, arising out of, or related to the Lawsuit and causes of action alleged therein, including any and all claims arising out of or related to the following: (i) unpaid or untimely compensation (including, but not limited to, minimum wages and overtime compensation and other premium wages); (ii) waiting time penalties for late payment of wages due upon termination of employment; (iii) restitution for unpaid compensation and wages; (iv) any other statutory penalties, liquidated damages, or other premium compensation related to said unpaid wages or compensation; (v) actual damages, statutory damages or statutory penalties associated with inaccurate wage statements; (vi) premium wages, actual damages, statutory damages, or statutory penalties related to said unpaid compensation and overtime wages, (vii) punitive or exemplary damages related to any of the foregoing claims; and (viii) any action under the Labor Code Private Attorney General Act, Labor Code section 2698 et seq., related to any of the foregoing. These claims include, without limitation: (a) claims based on Labor Code sections 201, 202, 203, 204, 226, 510, 1174, 1194, 1197; (b) any penalties or liquidated or statutory damages available under any provision of law based upon violations of those sections (including without limitation Labor Code sections 203, 210, 558, 1174.5, 1175, 1194, 1194.2, 1194.5, 1197.1, 1199, 226(e), 226.3, and 2699.5), (c) any relief under Business & Professions Code section 17200 et seq. premised on violations of any or all of the aforementioned Labor Code sections; and (d) claims for attorneys' fees, interest and costs related to any such claims.

Corrected Information (*if applicable*)	
Corrected Name	_____
Corrected Mailing Address (include telephone number, starting with area code)	_____ _____ _____
Corrected last four digits of Social Security number (you are **not** required to provide your entire Social Security number)	_____
Corrected Employee Identification number	_____
	_____

Corrected Information (*if applicable*)	

I have received notice of the proposed class settlement in this action and wish to claim my Settlement Share.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on _____ _____, 2010, at _____ [city], _____ [state].

_____
(Signature)

EXHIBIT

C

EXHIBIT C

[COMPLETE THIS FORM *ONLY IF* YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT]

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

In The Matter of:
Garnica, et al. v. Verizon Wireless Telecom, Inc., et al.
Superior Court Of The State Of California, County of San Francisco, Case No. CGC-08-476827

INSTRUCTIONS: TO OPT OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE _____, 2010, ADDRESSED AS FOLLOWS:

Garnica, et al. v. Verizon Wireless Telecom, Inc., et al. Class Action Claims Administrator
c/o Garden City.
[enter address]

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
TELEPHONE NUMBERS: Home: _____ Work: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POST-MARKED ON OR BEFORE _____, 2010.

I [insert your name] _____ wish to be excluded from the settlement class in the case of Garnica, et al. v. Verizon Wireless Telecom Inc., et al., Superior Court Of The State Of California, County Of San Francisco, Case No. CGC-08-476827. I understand I will not receive money from the class settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Class Action and Proposed Settlement of Class Action that was sent to me along with this form. I understand that by signing this form, I voluntarily choose to "opt out" of the proposed Settlement of this Class Action. I understand that by opting out, I may not accept any money allocated for me in the proposed Settlement. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit, I must do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, that restrict the time within which I may file any such action. I understand that I am free to consult with an attorney if I wish to obtain advice regarding my rights with respect to this Settlement or my choice to opt out of the Settlement. I have not been coerced by anyone to opt out of this Class Action, and I choose to opt out of my own free will.

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

Signed: _____* Date: _____

Print Name: _____* Last four digits of Social Security Number _____*

(* Required Information)

CGC-08-476827 DANE GARNICA, et al., vs. VERIZON WIRELESS, et al.,

I, the undersigned, certify that I am an employee of the Superior Court of California, County Of San Francisco and not a party to the above-entitled cause and that on December 8, 2009 I served the foregoing ORDER AFTER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT on each counsel of record or party appearing in propria persona by causing a copy thereof to be enclosed in a postage paid sealed envelope and deposited in the United States Postal Service mail box located at 400 McAllister Street, San Francisco CA 94102-4514 pursuant to standard court practice.

Date: December 8, 2009
By: CRAIG BLACKSTONE

DANIEL QUALLS, ESQ.
QUALLS & WORKMAN
244 CALIFORNIA STREET, SUITE #410
SAN FRANCISCO, CA 94111

CATHERINE NASSER, ESQ.
JONES DAY
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SAN FRANCISCO, CA 94104

Craig Blackstone
Courtroom Clerk, Dept. 305
San Francisco Superior Court