
**Attention AT&T Customers Who Were Charged
International Roaming Fees for Unanswered Calls
Between February 6, 2005 and January 31, 2009**

This notice may affect your rights. Please read it carefully.

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

- The notice concerns a case called *McArdle v. AT&T Mobility LLC, et al.*, Case No. 4:09-cv-01117-CW, filed in the United States District Court for the Northern District of California.
- This class action Settlement will resolve a lawsuit against AT&T Mobility LLC, New Cingular Wireless PCS LLC, and New Cingular Wireless Services, Inc. (collectively, “Defendants”). The lawsuit affects all California residents who, any time between February 6, 2005 and January 31, 2009 (“Class Period”), were charged international roaming fees by Defendants for unanswered incoming calls to their U.S.-based mobile numbers.
- The lawsuit contends that Defendants deceptively charged consumers for these fees and did not provide consumers with adequate notice that they might incur these fees. The lawsuit seeks a court order to mandate that Defendants provide additional notice of these fees and to provide a payment to customers for the fees that were fraudulently charged.
- Defendants deny any wrongdoing. They contend that they have complied with the law in all respects and at all times.
- To settle the case, Defendants have agreed to add the notice “*In some countries, you may be charged international roaming rates even for calls that you do not answer*” to their Wireless Customer Agreement. In addition, Defendants will provide an automatic one-day of free international roaming (a “Day Pass”) for current customers. Current customers who do not want the Day Pass can obtain a credit on their account equal to the amount of international roaming fees they were charged for one-minute calls during the Class Period, up to \$50. Former customers can obtain a cash refund in an amount equal to the amount of international roaming fees they were charged for one-minute calls during the Class Period, with a minimum of \$4 and maximum of \$50.
- The lawyers who brought the lawsuit will ask the Court for up to \$6,130,000 to be paid by Defendants as Attorneys’ Fees and Expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will ask for \$15,000 for the Plaintiff who brought this lawsuit. That payment is called the “Class Representative Incentive Award.” A copy of the Motion for Attorneys’ Fees will be posted on the Settlement Website on January 15, 2021.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.internationalroamingsettlement.com, or contact the Settlement Administrator at *McArdle v. AT&T Mobility* Settlement Administrator, P.O. Box 43135, Providence, RI 02940-3141 or by telephone at 1-844-917-2009.

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

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive an Account Credit or Cash Refund under the Settlement for your charges.	February 19, 2021
Opt Out	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendants. You will receive no Account Credit, Cash Refund, or Day Pass from this Settlement.	February 19, 2021
File an Objection	Write to the Court about any aspect of the Settlement you dislike or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline.)	February 19, 2021
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	March 17, 2021
Do Nothing	You will receive the benefit of the revised notice in the Wireless Customer Agreement. If you are a current customer, you will automatically receive the one-day, free AT&T international Day Pass. Otherwise, you will not receive any Account Credit or Cash Refund; also, you will have no right to sue later for the claims released by 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. Day Passes, Account Credits and Cash Refunds will be sent to Class Members only if the Court approves the Settlement. If there are appeals, these benefits will not be sent until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Final Approval Hearing**
On March 17, 2021, at 2:30 p.m., the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) whether Class Counsel's Application for Attorneys' Fees and Expenses should be granted; and (3) whether the application for the Class Representative Incentive Award should be granted. The hearing will be held in the United States District Court for the Northern District of California, before the Honorable Claudia Wilken, 1301 Clay Street, Oakland, CA 94612, in a courtroom to be determined, or such other judge assigned by the Court. This hearing date may change without further notice to you. Consult the Settlement Website at www.internationalroamingsettlement.com, or the Court docket in this case available through Public Access to Court Electronic Records ("PACER") (<http://www.pacer.gov>), for updated information on the hearing date and time.

Important Dates

February 19, 2021	Claims Deadline
February 19, 2021	Objection Deadline
February 19, 2021	Opt-Out Deadline
March 17, 2021	Final Approval Hearing

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1. How Do I Know If I Am Affected By The Settlement?

This case involves international roaming fees charged to California residents for unanswered incoming calls to their U.S.-based mobile numbers between February 6, 2005 and January 31, 2009.

On August 13, 2018, the Court certified a Class defined as “All California residents who, any time between February 6, 2005 and January 31, 2009, were charged international roaming fees by Defendants for unanswered incoming calls to their U.S.-based mobile number.” Excluded from the Class are: (a) the Honorable Judges Claudia Wilken, Maria-Elena James (Ret.), Thomas S. Hixson, Sallie Kim and Edward Infante (Ret.) and any member of their immediate families; (b) any government entity; (c) any entity in which any Defendant has a controlling interest; (d) any of Defendants’ subsidiaries, parents, affiliates, officers, directors, employees, legal representatives, heirs, successors, or assigns; (e) counsel for the Parties; and (f) any persons who timely opt out of the Class.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

2. What Is The Lawsuit About?

A lawsuit was brought by Plaintiff against Defendants for the charging of international roaming fees for unanswered calls to U.S.-based mobile numbers. Defendants deny that there is any factual or legal basis for Plaintiff’s allegations. Plaintiff contends that Defendants’ conduct is deceptive and unlawful. Defendants contend that their practices are accurate, deny making any misrepresentations and, therefore, deny any liability. They also deny that Plaintiff or any other members of the Class have suffered any injury or are entitled to monetary or other relief. The Court has not determined whether Plaintiff or Defendants are correct.

This lawsuit is a class action. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more people—sometimes called “Class Representatives”—sue on behalf of people who have similar claims. All of the people who have similar claims form a “Class” and are “Class Members.” A settlement in a class action—if approved by the Court as fair, reasonable, and adequate—resolves the claims for all class members, except those who choose to exclude themselves from the class.

3. Why Is There A Lawsuit?

Although Defendants deny that there is any legal entitlement to a refund or any other monetary relief, Plaintiff contends that the Defendants engaged in a scheme to deceptively charge consumers international roaming charges and concealed from consumers how to avoid these charges. Among other things, the lawsuit seeks to recover, on behalf of all Class Members, money damages as a result of the alleged misrepresentations.

4. Why Is This Case Being Settled?

The Court has not decided in favor of either side in the lawsuit. Neither Plaintiff nor Defendants have won or lost.

Instead, Class Counsel have investigated the facts and applicable law concerning the Plaintiff's and Class' claims and Defendants' defenses over the course of 11 years of litigation and determined that the proposed Settlement is in the best interests of the Class. Plaintiff filed his original lawsuit on February 10, 2009 in San Francisco County Superior Court on behalf of himself and a proposed class of other AT&T customers. Defendants removed the lawsuit to the United States District Court for the Northern District of California on March 13, 2009. Defendants asked the Court to compel the Plaintiff to arbitrate his claims individually, rather than proceeding in Court on behalf of a class. After an appeal, the Court granted AT&T's request and sent the case to individual arbitration. The arbitrator decided Plaintiff's claim in favor of AT&T on September 16, 2016. However, Plaintiff successfully moved for the Court to vacate the arbitral award based on a California Supreme Court decision which made the arbitration agreement unenforceable. The Court then certified the case as a class action. It is now set to proceed to a jury trial.

During over 11 years of litigation, Class Counsel has conducted a thorough examination and investigation into the facts and law at issue. The parties participated in mediation sessions with the Honorable Edward A. Infante, retired United States Magistrate Judge for the Northern District of California.

Counsel for both Plaintiffs and Defendants have determined that there is significant risk in continuing the litigation. For example, Class Counsel has concluded that there may be substantial difficulties establishing that statements or alleged omissions in Defendants' materials were likely to deceive reasonable consumers and the amount of damages or restitution due to the Class or to any Class Member. And both sides want to avoid the uncertainty, delay, and expense of continuing to litigate.

The Parties have engaged in mediation and several rounds of settlement discussions. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiff's claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiff and Class Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Class Members. The Settlement allows Class Members to obtain one day of free international roaming (a "Day Pass"), which is similar to the AT&T international Day Pass (valued at as much as \$10 on <https://www.att.com/intldaypass>) automatically, without having to submit a claim. Alternatively, Class Members who are current customers can instead choose to submit a claim to receive an Account Credit for international roaming charges for unanswered calls during the Class Period, up to a maximum of \$50. Class Members who are former customers can submit a claim in order to receive a Cash Refund of international roaming charges for unanswered calls during the Class Period, of at least \$4 and up to a maximum of \$50.

5. What Can I Get In The Settlement?

Any Class Member who is a current customer shall automatically receive one day of free international roaming (a "Day Pass"), which is similar to the AT&T international Day Pass (valued at as much as \$10 on <https://www.att.com/intldaypass>). The Day Pass will be usable on his or her next trip abroad to a participating country within 18 months after receipt of the Day Pass. Use of the Day Pass is subject to the applicable terms

and conditions, which will be provided when the Class Member redeems the free day of international roaming and will be materially similar to those at <https://www.att.com/intldaypass>. A current customer who does not want the Day Pass can instead file a claim. A current customer who timely submits a valid Claim Form will receive an Account Credit equal to the dollar amount he or she was charged for one-minute calls at international roaming rates between February 6, 2005 and January 31, 2009. The maximum Account Credit is \$50.

A former customer must file a claim to obtain any Settlement benefit. Upon filing a valid Claim Form, the former customer will receive a Cash Refund of at least \$4, up to the total dollar amount he or she was charged for all one-minute calls at international roaming rates between February 6, 2005 and January 31, 2009, but not to exceed \$50.

No Account Credits or Cash Refunds shall be provided for international roaming charges for unanswered incoming calls during the Class Period that were already refunded to the Class Member.

The Settlement also requires Defendants to add the following notice to its Wireless Customer Agreements: *“In some countries, you may be charged international roaming rates even for calls that you do not answer.”*

Claims will be paid only if deemed valid and only after the Court approves the Settlement.

6. How Do I Make A Claim?

To make a Claim, you must fill out the Claim Form available on the Settlement Website, www.internationalroamingsettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: *McArdle v. AT&T Mobility* Settlement Administrator, P.O. Box 43135, Providence, RI 02940-3141. Claim Forms must be submitted online or postmarked on or before 11:59 p.m. Pacific Time on February 19, 2021.

Please note that a Claim Form that is not properly filled out and signed or that is not submitted or postmarked by the deadline or is determined to be fraudulent will be invalid and disregarded by the Settlement Administrator.

7. When Do I Get My Benefits?

Filing a Claim does not provide a guaranteed benefit. A Final Approval Hearing has been scheduled for March 17, 2021. If the Court approves the Settlement and there are no appeals, then Day Passes, Account Credits, and Cash Refunds will be distributed approximately 60 days after the Settlement is no longer subject to appeal or review, unless otherwise ordered by the Court. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Day Passes, Account Credits, or Cash Refunds will be issued.

8. What Do Plaintiff And His Lawyers Get?

To date, Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court to award them up to \$6,130,000 from Defendants to pay their Attorneys' Fees and Expenses. Defendants do not have the right to object to Class Counsel's Application for Attorneys' Fees and Expenses up to this amount. An award to Class Counsel does not reduce the funds available to pay Valid Claims.

In addition, the named Class Representative in this case may apply to the Court for a Class Representative Incentive Award up to \$15,000. This payment is designed to compensate the named Class Representative for the time, effort, and risks he undertook in pursuing this litigation to benefit the Class.

A copy of Class Counsel's motion for a Fee Award and Class Representative Incentive Award will be available on the Settlement Website on January 15, 2021. The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of Class Representative's Incentive Award.

9. What Happens If I Do Not Opt Out From The Settlement?

If you are a Class Member and you do not Opt Out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the Claims in the Settlement. This means that in exchange for being a Class Member and being eligible for the Day Passes, Account Credits, and Cash Refunds in the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against AT&T Mobility LLC, New Cingular Wireless PCS LLC, New Cingular Wireless Services, Inc. and/or any of the Released Parties that involves the same legal Claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Class.

Staying in the Class means that you agree to the following terms of the Settlement that describe exactly the legal Claims that you give up:

- a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Class Members (except any such Person who has filed a proper and timely request for exclusion from the Class), including any Person claiming derivative rights of the Class Member as the Class Member's parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assign, representative of any kind, shareholder, partner, director, employee or affiliate, shall release and forever discharge the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that were, or could have been, asserted in the Litigation and that arise out of or relate to international roaming charges incurred during the Class Period.
- b) With respect to the released claims set forth in the preceding paragraph, each Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

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.

The Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- c) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.
- d) The term “Released Parties” as used above includes Defendants and each of their respective current and former parent companies, subsidiaries, affiliates, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies that they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past, present and future, and all persons acting under, by, through, or in concert with any of them.

The full text of the Settlement Agreement, which includes all of the provisions about settled claims and releases, is available at www.internationalroamingsettlement.com.

10. How Do I Opt Out From The Settlement?

You can Opt Out from the Class if you wish to retain the right to sue Defendants separately for the Released Claims. If you Opt Out, you cannot file a Claim or Objection to the Settlement.

To Opt Out, you must complete the online form at the Settlement Website or mail an Opt-Out request to the Settlement Administrator at *McArdle v. AT&T Mobility* Settlement Administrator, P.O. Box 43135, Providence, RI 02940-3141, with copies mailed to Class Counsel and counsel for Defendants. If mailed, the Opt-Out request must be signed by you, contain: your full name, address, and phone number(s); the case name and number *McArdle v. AT&T Mobility LLC, et al.*, Case No. 4:09-cv-01117-CW (N.D. Cal.); and the following statement: “I/We request to Opt Out.” The Opt-Out request must be submitted online or postmarked on or before the Opt-Out Deadline set forth above by the Settlement Administrator.

The Opt-Out request must be submitted online or postmarked on or before the Opt-Out Deadline, which is February 19, 2021.

11. How Do I Object To The Settlement?

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can’t ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the Settlement, no Day Passes, Account Credits or Cash Refunds will be issued, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiff and to Class Counsel. If those payments are disapproved, no additional money will be paid to the Class. Instead, the funds earmarked for Plaintiff and his attorneys will be retained by Defendants.

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. **If you want to raise an objection to the Settlement at the Final Approval Hearing, you must submit that objection in writing, by the Objection Deadline, which is February 19, 2021.**

If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must submit that Objection in writing to the Class Action Clerk, United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612, or file via the Court’s electronic filing system (ECF). Your Objection must be postmarked (if mailed) or submitted via ECF by the Objection Deadline set forth above. Any Objection must include: (a) a reference at the beginning to this case, *McArdle v. AT&T Mobility LLC, et al.*, Case No. 4:09-cv-01117-CW (N.D. Cal.) and the name of the presiding judge, the Hon.

Claudia Wilken; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; and (e) a statement of his/her membership in the Class, including all information required by the Claim Form. Failure to include this information and documentation may be grounds for overruling and rejecting your Objection.

If you want to appear, either personally or through counsel, at the Final Approval Hearing in order to present argument regarding your Objection, you also must include in your Objection a Notice of Intention to Appear. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you or your attorney will present to the Court in connection with the Final Approval Hearing. If you fail to submit a proper Notice of Intention to Appear, you (or your attorney) may not be heard during the Final Approval Hearing.

If you fail to comply with these requirements or fail to submit your Objection and Notice of Intention to Appear by the deadline (which is February 19, 2021), you may be deemed to have waived all objections and may not be entitled to speak at the Final Approval Hearing on March 17, 2021.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.

12. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on March 17, 2021, to consider whether to approve the Settlement. The hearing will be held in the United States District Court for the Northern District of California, before the Honorable Claudia Wilken, in the Oakland Courthouse, 1301 Clay Street, Oakland, CA 94612, or such other judge assigned by the Court. The courtroom will be assigned later and can be obtained from the Settlement Website or the Clerk of the Court. Virtual attendance may be possible; please check the Settlement Website and the Court's website at <https://cand.uscourts.gov/> for more information.

The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.internationalroamingsettlement.com or the Court docket in this case available through Public Access to Court Electronic Records (PACER) (<http://www.pacer.gov>), for updated information on the hearing date and time.

13. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through PACER (<http://www.pacer.gov>).

You can contact the Settlement Administrator at *McArdle v. AT&T Mobility* Settlement Administrator, P.O. Box 43135, Providence, RI 02940-3141 or by telephone at 1-844-917-2009.

You can also obtain additional information by contacting Class Counsel:

Seth A. Safier
GUTRIDE SAFIER LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Tel: 415-639-9090
www.gutridesafier.com

Please do not address any questions about the Settlement or litigation to the Clerk of the Court or the Judge.

QUESTIONS? VISIT WWW.INTERNATIONALROAMINGSETTLEMENT.COM OR CALL 1-844-917-2009.