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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

QUILLER BARNES,

No. C-08-4058 EMC

Plaintiff,

**ORDER RE PROPOSED CLASS  
NOTICE LANGUAGE**

v.

AT&T PENSION BENEFIT PLAN -  
NONBARGAINED PROGRAM,

Defendant.

Both parties have agreed that there should be a class notice. Furthermore, both parties have now agreed as to the exact language of the class notice. *See* Docket No. 334 (joint letter). The Court appreciates the time that counsel have spent negotiating that language. The Court has only three concerns that the parties should be prepared to discuss at the hearing on December 21, 2012.

1. Why did I get this Notice?

In this section (found on page 2 of the notice), the answer to the question is, in effect: “The Court ordered that this Notice be sent to inform Class Members of developments in the lawsuit that may impact their rights.” At the very least, this language should be bolded to draw the attention of the class member.

In addition, arguably, the language should be modified so that more specifics are provided about the developments. Proposed language is as follows: **“The Court ordered that this Notice be sent to inform Class Members of developments in the lawsuit that may impact their rights. This includes a decision by the Court rejecting one of the class claims (which Plaintiff intends**

1 to appeal) and a decision by Plaintiff not to pursue two claims (one an uncertified class claim  
2 and one a certified class claim). If you wish to intervene to pursue the claims that Plaintiff has  
3 decided not to pursue, you will need to do so by [date].”

4 8. How will the lawyers be paid?

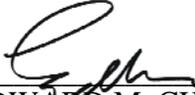
5 The second paragraph in this section (page 3 of the notice) states that “Plaintiff may ask the  
6 Court to award attorneys’ fees and expenses against Defendant. Any such award will be paid by the  
7 Defendant and will not be paid by the Class.” The notice arguably should be re-worded to make  
8 clear that an award will not be paid *directly* by the class (consistent with the sentence in the first  
9 paragraph that “all attorneys’ fees and expenses are payable only out of money recovered for the  
10 Class or directly by Defendant to the extent ordered by the Court”).

11 9. What do I need to do?

12 The last paragraph of this section (page 4 of the notice) notes that “[y]ou may seek to  
13 intervene in this action.” The parties should include in the notice a specific date by which  
14 intervention is required.

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16 IT IS SO ORDERED.

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18 Dated: December 18, 2012

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20 EDWARD M. CHEN  
21 United States District Judge  
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