

# **NOTICE OF PROPOSED CLASS LITIGATION SETTLEMENT**

United States District Court for the Northern District of Texas

*In Re: AT&T Inc. Customer Data Security Breach Litigation*

MDL Docket No. 3:24-md-03114-E

**A Court has authorized this Long-Form Notice (“Notice”). This is not a solicitation from a lawyer.**

---

**IF YOU ARE A PERSON IN THE UNITED STATES WHOSE DATA ELEMENTS WERE INCLUDED IN THE AT&T 1 DATA INCIDENT THAT WAS ANNOUNCED ON MARCH 30, 2024 AND/OR ARE AN ACCOUNT OWNER OR LINE OR END USER WHOSE DATA ELEMENTS WERE INVOLVED IN THE AT&T 2 DATA INCIDENT THAT WAS ANNOUNCED ON JULY 12, 2024, YOU MAY BE ELIGIBLE TO RECEIVE SETTLEMENT CLASS MEMBER BENEFITS FROM A CLASS ACTION SETTLEMENT.**

---

On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web (“AT&T 1 Data Incident”). Following AT&T’s announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 and captioned, *In re AT&T Inc. Customer Data Sec. Breach Litigation*, MDL Docket No. 3:24-md-03114-E.

Then, on July 12, 2024, AT&T announced a second data incident where certain limited data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake, Inc. (“AT&T 2 Data Incident”). Following AT&T’s announcement of the AT&T 2 Data Incident, lawsuits were filed against various entities including AT&T entities. The lawsuits were consolidated before Judge Brian Morris in the District of Montana in October 2024 and captioned *In Re Snowflake, Inc. Data Breach Litigation*, MDL Docket No. 3:24-md-3126.

The Parties in the lawsuits concerning both the AT&T 1 Data Incident and the AT&T 2 Data Incident (together, “Actions”) agreed in March 2025 to settle the Actions together in the Northern District of Texas before Judge Ada E. Brown. On May 30, 2025, the AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Consolidated Class Action Complaint against AT&T, asserting claims that arose out of the Data Incidents.

The Parties now agree to settle the Actions entirely, without any admission of liability or wrongdoing.

**Who is a Settlement Class Member?** There are two Settlement Classes:

- 1) **AT&T 1 Settlement Class:** All living persons in the United States whose Data Elements (which include some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers) were included in the AT&T 1 Data Incident, announced on March 30, 2024; AND
- 2) **AT&T 2 Settlement Class:** AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident. AT&T 2 Data Elements means telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line Users, which may have been accessible in the AT&T 2 Data Incident, along with the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, one or more cell site identification numbers associated with the interactions.

Settlement Class Members will be eligible to receive Settlement Class Member Benefits based on the

❖ **AT&T 1 Settlement Class:**

All AT&T 1 Settlement Class Members are eligible for either a **Documented Loss Cash Payment** or a **Tier 1 or Tier 2 Cash Payment** as follows:

- **Documented Loss Cash Payment** – Each AT&T 1 Settlement Class Member may submit a Claim for a Documented Loss Cash Payment of **up to \$5,000** for losses that occurred in 2019 or later, upon presentation of documentation that the losses are fairly traceable to the AT&T 1 Data Incident; **OR**
- **Tier Cash Payment** – As an alternative to a Documented Loss Cash Payment, each AT&T 1 Settlement Class Member may submit a Claim for a Tier Cash Payment. A Tier Cash Payment is a *pro rata* share of the AT&T 1 Net Settlement Fund cash (the funds left after payment of Settlement Administration Costs, Attorneys’ Fees, Costs, and Service Awards). There are two types of Tier Cash Payments (Tier 1 Cash Payment and Tier 2 Cash Payment) and your eligibility for one or the other is based on whether you are a Tier 1 Settlement Class Member or a Tier 2 Settlement Class Member.
  - **Tier 1 Cash Payment** – An AT&T 1 Settlement Class Member who had their Social Security Number (“SSN”) included in the AT&T 1 Data Incident (also known as a “Tier 1 Settlement Class Member”), is eligible to make a Claim for a Tier 1 Cash Payment. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment;
  - **Tier 2 Cash Payment** – An AT&T 1 Settlement Class Member who had their Data Elements included in the AT&T 1 Data Incident, but not their SSN, is eligible to make a Claim for a Tier 2 Cash Payment.

The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys’ fees, costs, and Service Awards, and the number of Valid Claims received from Settlement Class Members.

❖ **AT&T 2 Settlement Class:**

All AT&T 2 Settlement Class Members are eligible for a **Documented Loss Cash Payment**, and some Settlement Class Members may alternatively choose a **Tier 3 Cash Payment**.

- **Documented Loss Cash Payment** – Each AT&T 2 Settlement Class Member may submit a Claim for a Documented Loss Cash Payment of **up to \$2,500** per AT&T 2 Settlement Class Member for losses that occurred on or after April 14, 2024, upon presentation of documentation that the losses are fairly traceable to the AT&T 2 Data Incident. Account Owners may submit Claims for themselves and on behalf of their End or Line Users.
- **Tier 3 Cash Payment** – As an alternative to a Documented Loss Cash Payment, Account Owners may submit a Claim for a Tier 3 Cash Payment. A Tier 3 Cash Payment is a *pro rata* share of the AT&T 2 Net Settlement Fund cash (the funds left after payment of Settlement Administration Costs, Attorneys’ Fees, Costs, and Service Awards). The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys’ fees, costs, and

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

Service Awards, and the number of Valid Claims received from Settlement Class Members.

- ❖ **Overlap Settlement Class Member:** An Overlap Settlement Class Member is eligible for Settlement Class Member Benefits as both an AT&T 1 Settlement Class Member and an AT&T 2 Settlement Class Member. If claiming for a Documented Loss Cash Payment for the AT&T 1 Data Incident and a Documented Loss Cash Payment for the AT&T 2 Data Incident, **the documentation for each Documented Loss Cash Payment must be unique**, meaning a Settlement Class Member may only use the information supporting a Documented Loss Cash Payment once.

To obtain more information, visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before <<Claim Deadline>>.
<b>Exclude Yourself by Opting-Out of the Class</b>	Receive no Settlement Class Member Benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendants relating to the Actions.	Mailed and postmarked on or before <<Opt-Out Deadline>>.
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write the Court about why you agree or disagree with the Settlement and/or the Application/s for Attorneys' Fees, Costs, and Service Awards. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>> at <<Time>> a.m. CT about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>>.
<b>Do Nothing</b>	You will not receive any Settlement Class Member Benefits from this class action Settlement. If the Settlement becomes final, you will give up your rights to sue Defendants (or any Released Parties) separately for claims relating to the Actions or to continue to pursue any such claims you have already filed.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Settlement Class Member Benefits to Settlement Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**What This Notice Contains**

<b>Basic Information.....</b>	<b>5</b>
<b>Who is in the Settlement.....</b>	<b>6</b>
<b>The Settlement Benefits—What You Get if You Qualify.....</b>	<b>6</b>
<b>How Do You Submit a Claim.....</b>	<b>8</b>
<b>Excluding Yourself from the Settlement.....</b>	<b>9</b>
<b>Objecting to the Settlement.....</b>	<b>10</b>
<b>The Lawyers Representing You.....</b>	<b>11</b>
<b>The Court’s Final Approval Hearing .....</b>	<b>12</b>
<b>If You Do Nothing .....</b>	<b>12</b>
<b>Additional Information.....</b>	<b>13</b>

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**BASIC INFORMATION****1. Why is there a Notice?**

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to grant Final Approval and make the Settlement final. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Judge Ada E. Brown of the United States District Court for the Northern District of Texas is overseeing this case captioned as *In re: AT&T Inc. Customer Data Security Breach Litigation*, MDL Docket No. 3:24-md-03114-E. The people who brought the lawsuit are called the Class Representatives. The entities being sued—AT&T Inc., AT&T Mobility LLC, AT&T Corporation, DirecTV, LLC, AT&T Services, Inc., and Cricket Wireless LLC—are called the Defendants.

**2. What are the Actions about?**

On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web (“AT&T 1 Data Incident”). Following AT&T’s announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 and captioned, *In re AT&T Inc. Customer Data Sec. Breach Litigation*, MDL Docket No. 3:24-md-03114-E.

Then, on July 12, 2024, AT&T announced a second data incident where certain limited data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake, Inc. (“AT&T 2 Data Incident”). Following AT&T’s announcement of the AT&T 2 Data Incident, lawsuits were filed against various entities including AT&T entities. The lawsuits were consolidated before Judge Brian Morris in the District of Montana in October 2024 and captioned *In Re Snowflake, Inc. Data Breach Litigation*, MDL Docket No. 3:24-md-3126.

The Parties in both the AT&T 1 Data Incident and the AT&T 2 Data Incident (the “Actions”) agreed in March 2025 to settle both of the Data Incidents together in the Northern District of Texas with Judge Ada E. Brown. On May 30, 2025, the AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Consolidated Class Action Complaint against AT&T, asserting claims that arose out of the Data Incidents.

**3. Why is this a class action?**

In a class action, one or more people—referred to as “Class Representatives”—file a lawsuit bringing claims on behalf of all people who have similar claims. Together, these people are referred to as a “Settlement Class,” and the individuals in the Settlement Class are called “Settlement Class Members.” One court resolves the claims for all Settlement Class Members, except for those who individuals who choose to exclude themselves (also known as opt-out) from the Settlement Class.

**4. Why is there a Settlement?**

The Court has not decided in favor of the Class Representatives or Defendants. Instead, both sides have agreed to this Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class (also referred to as “Class Counsel”) believe the Settlement is in the best interests of all Settlement Class Members.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**WHO IS IN THE SETTLEMENT?**

**5. How do I know if I am part of the Settlement?**

You are a Settlement Class Member if you are in the AT&T 1 Settlement Class or the AT&T 2 Settlement Class as defined below:

- 1) **AT&T 1 Settlement Class:** You are a living person in the United States whose Data elements were included in the AT&T 1 Data Incident that was announced on March 30, 2024. AT&T 1 Data Elements include some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers.

Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 1 Settlement Class.

Or

- 2) **AT&T 2 Settlement Class:** You are an AT&T Account Owner or Line or End User whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident that was announced on or about July 12, 2024. "AT&T 2 Data Elements" means telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line Users, which may have been accessible in the AT&T 2 Data Incident, along with the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, one or more cell site identification numbers associated with the interactions.

Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class;

**Settlement Class Members are in both the AT&T 1 Settlement Class and the AT&T 2 Settlement Class and are known in this Settlement as "Overlap Settlement Class Members."**

**6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX



<<Mailing Caption>>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

AT&T agreed to make available two (2) Settlement Funds to pay Cash Payments to Settlement Class Members, Settlement Administration Costs to the Settlement Administrator, any Court-awarded attorneys' fees and costs to Class Counsel, and any court-awarded Service Awards to the Class Representatives.

The AT&T 1 Settlement Fund is a non-reversionary \$149,000,000 all cash fund that AT&T has agreed to pay or cause to be paid to settle all claims related to the AT&T 1 Data Incident.

The AT&T 2 Settlement Fund is a non-reversionary \$28,000,000 all cash payment that AT&T has agreed to pay or cause to be paid to settle all claims related to the AT&T 2 Data Incident.

Settlement Class Members will be eligible to receive Settlement Class Member Benefits based on the Settlement Class(es) they are in:

#### ❖ AT&T 1 Settlement Class:

All AT&T 1 Settlement Class Members are eligible for either a **Documented Loss Cash Payment** or a **Tier 1 or Tier 2 Cash Payment** as follows:

- **Documented Loss Cash Payment** – Each AT&T 1 Settlement Class Member may Claim payment for losses that occurred in 2019 or later of **up to \$5,000**, upon presentation of documentation that the losses are fairly traceable to the AT&T 1 Data Incident;
  - To receive a Documented Loss Cash Payment, claiming Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred on or after the date of the applicable Data Incident **through the date of Claim submission** and must be fairly traceable to the AT&T 1 Data Incident. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.
  - Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.
- **OR**
- **Tier Cash Payment** – As an alternative to a Documented Loss Cash Payment, each AT&T 1 Settlement Class Member may submit a Claim for a Tier Cash Payment. A Tier Cash Payment is a *pro rata* share of the AT&T 1 Net Settlement Fund cash (the

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX



funds left after payment of Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards). There are two types of Tier Cash Payments (Tier 1 Cash Payment and Tier 2 Cash Payment) and your eligibility for one or the other is based on whether you are a Tier 1 Settlement Class Member or a Tier 2 Settlement Class Member.

- **Tier 1 Cash Payment** – An AT&T 1 Settlement Class Member who had their Social Security Number (“SSN”) included in the AT&T 1 Data Incident (also known as a “Tier 1 Settlement Class Member”), is eligible to make a Claim for a Tier 1 Cash Payment. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment;
- **Tier 2 Cash Payment** – Instead of a Documented Loss Cash Payment, an AT&T 1 Settlement Class Member who had their Data Elements included in the AT&T 1 Data Incident, but not their SSN, is eligible to make a Claim for a Tier 2 Cash Payment.

The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys' fees, costs, and Service Awards, and the number of Valid Claims received from Settlement Class Members.

❖ **AT&T 2 Settlement Class:**

All AT&T 2 Settlement Class Members are eligible for a **Documented Loss Cash Payment** and some Settlement Class Members may alternatively choose a **Tier 3 Cash Payment**.

- **Documented Loss Cash Payment** – Each AT&T 2 Settlement Class Member may submit a Claim for a Documented Loss Cash Payment of **up to \$2,500** for losses that occurred on or after April 14, 2024, upon presentation of documentation that the losses are fairly traceable to the AT&T 2 Data Incident.
  - To receive a Documented Loss Cash Payment, claiming Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred on or after the date of the applicable Data Incident **through the date of Claim submission** and must be fairly traceable to the AT&T 2 Data Incident. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.
  - Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.
- **Tier 3 Cash Payment** – As an alternative to a Documented Loss Cash Payment, Account Owners may submit a Claim for a Tier 3 Cash Payment. A Tier 3 Cash Payment is a *pro rata* share of the AT&T 2 Net Settlement Fund cash (the funds left after payment of Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards). The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys' fees, costs, and

Questions? Go to **[www.website.com](http://www.website.com)** or call **(XXX) XXX-XXXX**

Service Awards, and the number of Valid Claims received from Settlement Class Members.

- ❖ **Overlap Settlement Class Member:** An Overlap Settlement Class Member is eligible for Settlement Class Member Benefits as both an AT&T 1 Settlement Class Member and an AT&T 2 Settlement Class Member. If claiming for a Documented Loss Cash Payment for the AT&T 1 Data Incident and a Documented Loss Cash Payment for the AT&T 2 Data Incident, the documentation for each Documented Loss Cash Payment must be unique, meaning a Settlement Class Member may only use the information supporting a Documented Loss Cash Payment once.

The AT&T1 Net Settlement Fund means the amount of funds that remain in the AT&T 1 Settlement Fund after funds are paid from the AT&T 1 Settlement Fund for the following: (i) Settlement Administration Costs incurred pursuant to the Settlement Agreement, (ii) any Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any. Similarly, the AT&T2 Net Settlement Fund means the amount of funds that remain in the AT&T 2 Settlement Fund after funds are paid from the AT&T 2 Settlement Fund for the following: (i) Settlement Administration Costs incurred pursuant to the Settlement Agreement, (ii) any Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any.

Cash Payments will be a *pro rata* distribution from the applicable Net Settlement Fund and based on the number of Valid Claims. The Settlement Administrator will first pay approved Claims for Documented Loss Payments out of the respective Net Settlement Funds. Thereafter, the amount of the Net Settlement Funds remaining after all Documented Loss Payments are applied (up to \$25,000,000 for AT&T 1) shall be distributed by the Settlement Administrator on a *pro rata* basis to claimants.

AT&T 1 Settlement Class Members who submit a Valid Claim will receive a *pro rata* distribution from the AT&T 1 Net Settlement Fund. AT&T 1 Tier 1 Settlement Class Members who submit a Valid Claim shall receive five (5) times more than AT&T 1 Tier 2 Settlement Class Members out of the AT&T 1 Settlement Fund.

AT&T 2 Settlement Class Members who submit a Valid Claim will receive a *pro rata* distribution from the AT&T 2 Net Settlement Fund.

## HOW DO YOU SUBMIT A CLAIM?

### 8. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to <<Mailing Caption>>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form and submit online by <<Claim Deadline>> or by mail postmarked by <<Claim Deadline>>.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://www.website.com)**

### 9. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. CT to decide whether to approve the Settlement. You do not need to attend the Final Approval Hearing. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement Class Member Benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**10. What am I giving up as part of the Settlement?**

Defendants and its affiliates will receive a release from all claims that could have been or that were brought against Defendants relating to the Data Incidents. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendants, the entire AT&T Inc. family of companies, including any of AT&T Inc.'s current, former, and future: parents, subsidiaries, divisions, and affiliated companies (including DirecTV, LLC), whether indirect or direct, as well as these entities' respective predecessors, successors, assigns, representatives, officers, agents, directors, employees, contractors, vendors (including Snowflake, Inc.), insurers, reinsurers, shareholders, advisors, consultants, attorneys, wholesalers, resellers, the distributors, service providers, and retailers; and Snowflake Inc., and its present and former parents, subsidiaries, divisions, departments, worldwide affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third Parties, predecessors, successors and assigns. It is understood that if a Released Party is not a party to the Settlement Agreement, all such Released Parties are intended third-party beneficiaries of the Settlement Agreement and may enforce the Settlement Agreement as if they were parties to the Settlement Agreement. This release is described in Section XVI of the Settlement Agreement, known as Releases, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in Question 16 for free or you can talk to your own lawyer.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting-out" of the Settlement Class.

**11. If I exclude myself, can I get a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

**12. If I do not exclude myself, can I sue the Released Parties for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendants and any other Released Parties for any claim that could have been or was brought relating to the Data Incidents. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

**13. How do I exclude myself from the Settlement?**

To exclude yourself, send a request for exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement. The letter requesting exclusion must contain (a) the Settlement Class Member's full legal name; (b) the Settlement Class Member's address, all AT&T telephone number(s) involved in the AT&T 1 Data Incident or the AT&T 2 Data Incident and current telephone number, and email address; (c) the identity of the Settlement Class Member's counsel, if represented; (d) a handwritten "wet" signature of the Settlement Class Member; (e) the name and number of the case; (f) if the individual

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

is a former AT&T customer the Settlement Class Member’s AT&T account number(s) or an attestation that the former customer is unable to obtain their AT&T account number(s); and (g) a statement clearly indicating the individual wishes to be excluded from the Settlement Class for the purposes of the Settlement. You must mail your request for exclusion to the Settlement Administrator postmarked by <<Opt-Out Deadline>>, to:

<<Mailing Caption>>  
 c/o Kroll Settlement Administration LLC  
 P.O. Box XXXX  
 New York, NY 10150-XXXX

Requests for exclusion must be made on an individual basis and request exclusion only for that one individual whose personal signature appears on the request; “mass,” “class,” or other purported group opt-outs, or opt-outs signed by counsel, are not permitted and are not effective.

Any individual in the Settlement Classes who does not timely and validly request to opt out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendants relating to the Released Claims. Individuals in the Settlement Classes who timely and validly opt out of the Settlement do not release their individual claims and will not obtain any benefits under the Settlement.

**OBJECTING TO THE SETTLEMENT**

**14. How do I object to the Settlement?**

You can tell the Court that you do not agree with the Settlement, and/or the Application/s for Attorneys’ Fees, Costs, and Service Awards or some part of it by objecting to the Settlement. Objections must be mailed to the Clerk of the Court, to Class Counsel, Defendants’ Counsel, and the Settlement Administrator by mail, with a postmark date **no later than** <<Objection Deadline>>, to the following addresses:

Clerk of the Court	Settlement Administrator
<<Address>>	<<Mailing Caption>> c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150-XXXX
Class Counsel	Defendant’s Counsel
<b>AT&amp;T 1 Class Counsel:</b>  <div style="text-align: center;">                         Mark Lanier  <b>Lanier Law Firm</b>                          10940 W. Sam Houston Pkwy N.                          Suite 100                          Houston, TX 77064                          mark.lanier@lanierlawfirm.com                     </div> <div style="text-align: center;">                         Chris Seeger                          Shauna Itri                     </div>	<div style="text-align: center;">                         Gilbert Keteltas                          Lisa Ghannoum  <b>BakerHostetler LLP</b>                          Suite 1100                          1050 Connecticut Ave., NW                          Washington, DC 20036                     </div> <div style="text-align: center;">                         Michael McTigue Jr.                          Meredith Slawe                     </div>

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**Seeger Weiss LLP**  
55 Challenger Rd 6th floor,  
Ridgefield Park, NJ 07660  
cseeger@seegerweiss.com  
sitri@seegerweiss.com

**Skadden, Arps, Slate, Meagher &  
Flom LLP**  
One Manhattan West  
New York, NY 10001

**AT&T 2 Class Counsel:**

Jeff Ostrow

**Kopelowitz Ostrow P.A.**

1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
ostrow@kolawyers.com

Jason Rathod

**Migliaccio & Rathod LLP**

412 H Street NE, Ste. 302-B  
Washington, DC 20002  
jrathod@classlawdc.com

For an objection to be considered by the Court, the objection must state:

- 1) the objector's full name, mailing address, all AT&T telephone number(s), current telephone number; and for former AT&T customers all AT&T account number(s), and email address (if any) or an attestation that the former customer is unable to obtain their AT&T account number(s) or email address (if any);
- 2) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- 3) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- 4) the identity of all counsel who represent the objector, including (1) any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (2) a description of the counsel's legal background and prior experience in connection with class action litigation; (3) a statement regarding whether fees to be sought will be calculated on the basis of a lodestar, contingency, or other method; (4) an estimate of the amount of fees to be sought; (5) the factual and legal justification for any fees to be sought; (6) the number of hours already spent by the counsel; and (7) an estimate of the hours to be spent in the future; and the attorney's hourly rate.
- 5) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- 6) the identity of all counsel (if any) representing the objector who will appear at the Final Approval

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

Hearing;

- 7) four dates between the deadline for objections and a date two weeks before the Final Approval Hearing, during which the objector is available to be deposed by counsel for the Parties;
- 8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- 9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- 10) the objector's signature (an attorney's signature is not sufficient).

**15. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes. AT&T 1 Class Counsel means Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjarrad, and AT&T 2 Class Counsel means Devlan Geddes, John Heenan, Raph Graybill, Jeff Ostrow, and Jason Rathod, as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

AT&T 1 Class Counsel and AT&T 2 Class Counsel shall apply, separately or jointly (upon agreement by Class Counsel), to the Court for an award of attorneys' fees expressed as a percentage of the total value conferred by the Settlement on the Settlement Classes of up to one-third of the respective Settlement Funds, plus reimbursement of costs incurred in prosecuting and settling the Actions.

Class Counsel shall apply to the Court for Service Awards for the Class Representatives not to exceed \$1,500 per individual, in recognition of his contributions to these Actions. The Service Awards approved by the Court shall be paid out of the respective Action's Settlement Fund.

**THE COURT'S FINAL APPROVAL HEARING**

**18. When and where will the Court decide whether to approve the Settlement?**

The Court may hold a Final Approval Hearing at <<Time>> CT on <<Date>>, at the <<Court Address>>, Room [REDACTED] as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. The Court will also rule on any motion seeking payment of reasonable attorneys' fees and expenses for Class Counsel, as well as Service Awards for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX



**19. Do I have to attend the hearing?**

No. Class Counsel will represent the Settlement Class before the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 14, the Court will consider it.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 14, including all the information required.

**IF YOU DO NOTHING**

**21. What happens if I do nothing?**

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incidents.

**ADDITIONAL INFORMATION**

**22. How do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

**23. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, by calling toll-free (XXX) XXX-XXXX or at the Contact section of the Settlement Website.

<<Mailing Caption>>

c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR DEFENDANTS  
FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX