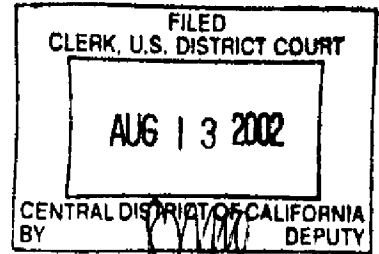


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9 Facsimile: (805) 564-8885  
10 Plaintiffs' Co-Lead Counsel

Priority \_\_\_\_\_  
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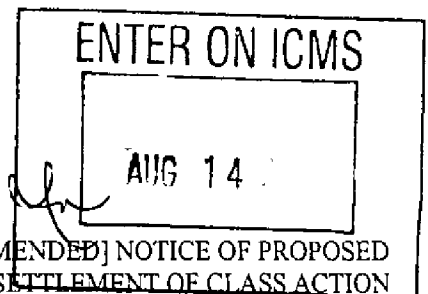
11 Jeffrey Lewis (Calif. Bar No. 066587)  
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15 (Complete list of counsel on signature page)

16 *Attorneys for Plaintiffs*

17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**

19  
20 LARRY F. GOTTLIEB, et al., ) Civil Action No: CV 00-04139 AHM  
21 Plaintiffs, ) (MANx)  
22 v. ) ~~AMENDED~~ NOTICE OF  
23 SBC COMMUNICATIONS, INC., et al., ) PROPOSED SETTLEMENT OF  
24 Defendants. ) CLASS ACTION AND  
25 ) SETTLEMENT HEARING  
26 )  
27 )  
28 )



[AMENDED] NOTICE OF PROPOSED  
SETTLEMENT OF CLASS ACTION  
AND SETTLEMENT HEARING

146

1  
2 **TO: ALL FORMER PARTICIPANTS IN THE PACIFIC TELESIS GROUP'S**  
3 **SALARIED AND/OR NON-SALARIED SAVINGS PLANS WHO HAD A**  
4 **BALANCE IN THE AIRTOUCH STOCK FUND AS OF DECEMBER 31,**  
5 **1997 AND LEGAL REPRESENTATIVES OF THE ESTATE OR**  
6 **BENEFICIARIES OF FORMER PARTICIPANTS WHO ARE NOW**  
7 **DECEASED**

8 PLEASE TAKE NOTICE THAT on October 28, 2002, at 10 a.m., a  
9 hearing will be held before the Honorable A. Howard Matz, District Court Judge of the  
10 United States District Court of the Central District of California, in Courtroom 14 of the  
11 United States District Courthouse, located at 312 N. Spring Street, Los Angeles, California  
12 90012, to determine whether a proposed settlement of claims against defendants SBC  
13 Communications Inc. ("SBC"), Pacific Telesis Group ("PTG"), The Savings Plan  
14 Committee of the Pacific Telesis Group Supplemental Retirement and Savings Plan for  
15 Salaried Employees, The Pacific Telesis Group Supplemental Retirement and Savings Plan  
16 for Nonsalaried Employees, and the Benefit Plan Committee of the SBC Savings Plan and  
17 the SBC Savings and Security Plan in the above-captioned class action (the "Settlement"),  
18 for the all-inclusive sum of \$10 million, plus interest accruing after the \$10 million is  
19 deposited in an escrow account in accordance with the terms of the Settlement Agreement,  
20 is fair, adequate, and reasonable and should be approved by the Court. At this hearing, the  
21 Court also will decide whether it is fair and reasonable to: (1) award attorneys' fees to  
22 plaintiffs' counsel in the amount of \$2.5 million, plus sums necessary to reimburse  
23 plaintiffs' counsel for their payment of approximately \$420,000 in out-of-pocket expenses;  
24 and (2) approve payments in the amount of \$2500 to certain plaintiffs.

25 This Notice is given pursuant to an order of the Court and pursuant to Rule 23 of the  
26 Federal Rules of Civil Procedure. The purpose of this Notice is to inform you of your  
27 rights with respect to the proposed Settlement. Virtual copies of this Notice may be  
28 obtained from over the Internet, by clicking one's browser on [www.-----](http://www.-----).

1           As a Class Member, as defined herein, your rights will be affected by this  
2 Settlement. If given final approval by the Court, the Settlement will result in a payment of  
3 \$10 million by the insurer of defendants SBC and PTG to settle this action. After deducting  
4 the costs of administering the Settlement, plaintiffs' counsel's attorneys' fees and litigation  
5 costs approved by the Court, and payments to certain of the plaintiffs who brought the  
6 lawsuit, the remaining funds ("the Settlement Amount") will be paid into the SBC Salaried  
7 and Non-Salaried Savings Plans ("the Plans") and allocated pro rata (i.e., in proportion to  
8 the number of AirTouch units held by the Class Member as of December 31, 1997), to the  
9 accounts of participant members of the Settlement Class. The amount that each participant  
10 Class Member will receive will depend on the number of units that the participant Class  
11 Member had in the AirTouch Stock Fund on December 31, 1997. Although the amount that  
12 each Class Member will receive has not been determined at this time, it is anticipated that  
13 each Class Member will receive an amount within the range of to sixty (60) cents to seventy  
14 (70) cents per unit.

15           If this Settlement is approved by the Court, and all disputes which may arise relating  
16 to individual settlement amounts are finally resolved by May 30, 2003, the Settlement  
17 Amount, with interest from approximately the end of August, 2002, will be paid into the  
18 Plans before the end of June 2003, and will then be allocated into the individual savings  
19 plan accounts of the Class Members. If a participant Class Member does not have a savings  
20 plan account at the time the Settlement Amount is paid into the Plans (because, for  
21 example, he or she took a lump sum distribution of his or her account), he or she will have a  
22 savings plan account established for his or her benefit, and a pro rata portion of the  
23 Settlement Amount will be allocated to that account. If the balance of the account is \$5,000  
24 or less, it automatically will be distributed to the participant Class Member as soon as  
25 administratively feasible and the account then will be closed.

26           If the Settlement is approved by the Court, participant Class Members will receive  
27 further communications about the payment and distribution of the Settlement Amount. The  
28

1 Settlement Administrator will provide Class Members with a statement of the number of  
2 units that they had in the AirTouch Stock Fund as of December 31, 1997 and an estimate of  
3 the amount to be allocated to the Class Member, and Class Members will be given an  
4 opportunity to challenge the accuracy of this information prior to any distribution of  
5 Settlement funds.

6 **PARTICIPANT CLASS MEMBERS DO NOT NEED TO FILE ANYTHING**  
7 **WITH THE COURT IN ORDER TO RECEIVE THEIR SHARE OF THE**  
8 **SETTLEMENT FUNDS.**

9 **I. SUMMARY OF THE LITIGATION**

10 A lawsuit is pending in federal district court in Los Angeles, filed by 11 employees,  
11 former employees, and spouses of employees of PTG and SBC ("the Plaintiffs"). The  
12 Plaintiffs are or were participants in, and beneficiaries of participants in, the PTG Salaried  
13 and Non-Salaried Savings Plans ("the Plans"). The participants' accounts in the Plans  
14 included the stock of AirTouch Communications, Inc. ("AirTouch"), and Plaintiffs have  
15 sued on behalf of all such participants and beneficiaries of the Plans. After acquiring PTG,  
16 defendant SBC merged the Plans with SBC's savings plans, which did not contain  
17 AirTouch Stock Funds. SBC did not create AirTouch Stock Funds in its plans, and the  
18 AirTouch Stock Funds that existed in the PTG Plans were consequently liquidated. Plan  
19 participants could elect to have their AirTouch Stock Fund assets invested in other  
20 investment options within the SBC Plans.

21 In the lawsuit, the Plaintiffs alleged that, in eliminating the Plans' AirTouch Stock  
22 Funds, PTG and SBC breached their duties to the Plans' participants in violation of the  
23 Employee Retirement Income Security Act of 1974 ("ERISA"). Plaintiffs also alleged that  
24 SBC and PTG, when they communicated with the Plans' participants regarding the  
25 participants' options upon elimination of the AirTouch Stock Funds, failed to give complete  
26 and accurate information about the participants' claimed ability to keep their AirTouch  
27

28

1 stock by taking it out of the Plans. Plaintiffs alleged that this was a further breach of the  
2 defendants' duties under ERISA.

3 SBC and PTG have denied and continue to deny that the decision to eliminate the  
4 Plans' AirTouch Stock Funds violated any fiduciary duties to the Class Members. In  
5 particular, defendants have relied on, among other things, two decisions of the United  
6 States Supreme Court in which that Court decided that decisions by employers to amend  
7 their retirement plans are not subject to ERISA's fiduciary rules or to any other legal  
8 restriction. The two decisions by the United States Supreme Court upon which defendants  
9 rely are: *Hughes Aircraft Co. v. Jacobson*, 525 U.S. 432 (1999), and *Lockheed Corp. v.*  
10 *Spink*, 517 U.S. 882 (1996). In this case, SBC eliminated the Plans' AirTouch stock funds  
11 by amending the plans. Defendants therefore argue that the Class Members cannot  
12 challenge that elimination under the law and, as a result, can recover no damages for any  
13 losses allegedly resulting from the decision to eliminate the AirTouch funds.

14 Defendants also have denied and continue to deny that the communications given to  
15 the Class Members were inadequate. In addition, defendants have contended and continue  
16 to contend that two other U.S. Supreme Court decisions and other federal appellate court  
17 decisions severely limit the remedies available to Plaintiffs and the Class Members even if  
18 they were correct that the communications in question were inadequate. Specifically,  
19 defendants have contended that these decisions prevent the payment of damages or other  
20 monetary relief to remedy an inadequate communication. The two decisions by the United  
21 States Supreme Court upon which defendants rely are: *Great-West Life & Annuity Ins.*  
22 *Co. v. Knudsen*, 534 U.S. 204 (2002), and *Mertens v. Hewitt Associates*, 508 U.S. 248  
23 (1994). An example of one of the other federal appeals court decisions on which  
24 defendants rely is *Farr v. U.S. West*, 179 F.3d 1252 (9<sup>th</sup> Cir. 1999). In that case, the court  
25 found that the defendant corporation deliberately chose to withhold information from the  
26 employees about the tax consequences of optional lump sum distributions from their  
27 retirement plan. Nevertheless, the court held that the ERISA section under which the claim

1 was brought (the same one under which plaintiffs had to bring their “inadequate  
2 communication” claim here) did not allow the employees to recover any compensation for  
3 the extra taxes they had to pay or to receive any other relief.

4 Defendants also disputed that this case should be allowed to go forward as a class  
5 action. At the time that the parties agreed to the proposed Settlement, the Plaintiffs’ motion  
6 to the Court to certify the case as a class action had not been decided by the Court. The  
7 motion was vigorously opposed by the defendants, and its outcome was uncertain.

8 At the time that the lawsuit was originally filed in April of 2000, the Plaintiffs  
9 alleged that they were entitled to damages which should be calculated based upon the  
10 difference between the trading prices for SBC common stock and Vodafone common stock  
11 (i.e., the number of shares of Vodafone that AirTouch shareholders received upon  
12 acquisition of AirTouch by Vodafone). The Plaintiffs also alleged that based upon the  
13 trading prices of those two stocks when the complaint was filed (and taking into account the  
14 cash received by AirTouch stockholders in the Vodafone transaction), the total damages  
15 suffered by the Class Members could be upwards of \$650 million. Defendants contend that  
16 Plaintiffs and the Class are not entitled to recover any damages. Even under Plaintiffs’  
17 legal theory, damages are measured at the time of trial, not at the time a complaint is filed.  
18 (The number was included in the Complaint to illustrate the potential magnitude of the  
19 loss.) During the two years following the filing of the Complaint, the difference between  
20 the trading prices of the two stocks changed dramatically due to a variety of factors. In  
21 fact, at one point during settlement discussions, the difference between the trading prices of  
22 the two stocks was such that, under the Plaintiffs’ method of calculating damages,  
23 depending upon the day on which the stock prices were compared, the Class Members may  
24 have suffered no damages at all. If the trial were to take place today, the total loss, under  
25 this measure, would be approximately \$ \_\_\_\_\_ [to be filled in on date notice is sent].  
26 However, this presumes that the claims related to the elimination of the AirTouch stock  
27 funds would be allowed to go forward at all in light of the Supreme Court cases mentioned

1 above. It also presumes that the Court would certify the case as a class action, and that the  
2 Court would accept Plaintiffs' proposed method of calculating damages, rather than a  
3 method the defendants would have argued would be appropriate (and which would result in  
4 a lower number). In sum, at the time that the terms of the Settlement were agreed upon by  
5 the parties, the Plaintiffs faced three significant risks: (1) the Court could decline to certify  
6 the case to proceed as a class action; (2) prior to the time of trial, defendants could succeed  
7 in convincing the Court that, under the applicable decisions of the United States Supreme  
8 Court, the Plaintiffs had no viable legal claims challenging the elimination of the funds  
9 and/or that Plaintiffs could not recover money on their other claims; and (3) at the time of  
10 trial, the trading prices of the two stocks could be such that, even under the Plaintiffs'  
11 method of calculating damages, the Class Members could be found to have no damages  
12 whatsoever.

13 Recognizing these significant risks, the Plaintiffs agreed to participate in a  
14 mediation which was conducted by David Rotman of the firm of Gregorio, Haldeman,  
15 Piazza, Rotman & Matityahu, an experienced and highly respected mediation firm located  
16 in San Francisco, California. After multiple mediation sessions, and taking into account the  
17 neutral mediator's assessment of the case, the parties ultimately agreed to settle this  
18 litigation for the all-inclusive sum of \$10 million, subject to the approval of the Court.

19 By agreeing to a settlement, SBC and PTG are not admitting that they did anything  
20 wrong, and in fact deny they acted improperly.

21 **II. THE CLASS INVOLVED IN THIS SETTLEMENT**

22 On \_\_\_\_\_, 2002, the Court, pursuant to the Settlement Agreement,  
23 and for the purposes of settlement only, certified this action for settlement purposes as a  
24 class action under Rule 23(b)(1) and (2) of the Federal Rules of Civil Procedure.

25 **Accordingly, there will be no provision for the opportunity for members of the Class**  
26 **to opt out of the Class.** The Class is defined as all individuals who were participants in the  
27 PTG's Salaried or Non-Salaried Savings Plans who had a balance in the AirTouch Stock

28

1 Fund as of December 31, 1997. The Court appointed plaintiffs Larry F. Gottlieb, Barry P.  
2 Resnick, Adrienne F. Resnick, Dorothy S. Dowding, John B. Riley, Allan M. Filipeck,  
3 Linda Acox, Jean-Luc Gaudremeau, Diane Wilson, and James Weinald (the "Named  
4 Plaintiffs") as the representatives of the Class.

5 The Court appointed the following attorneys and law firms as Class Counsel:

6 James M. Finberg  
7 Steven M. Tindall  
8 LIEFF, CABRASER, HEIMANN  
9 & BERNSTEIN, LLP  
10 275 Battery Street, 30th Floor  
11 San Francisco, CA 94111  
12 Telephone: (415) 956-1000  
13 Facsimile: (415) 956-1008

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Facsimile: (202) 537-1989

20 Counsel for defendants SBC and PTG are as follows:

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23 Facsimile: 415-983-1200

John A. Reding, Jr.  
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55 Second Street  
Twenty-Fourth Floor  
San Francisco, CA 94105  
Telephone: (415) 856-7000  
Facsimile: (415) 856-7100

### 24 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

25 The Settlement provides that the insurer for defendants SBC and PTG will pay  
26 \$10 million to settle the Class Members' claims. That amount was deposited into an  
27 escrow account on or about \_\_\_\_\_, 2002, and began accumulating interest as of that  
28 date. All costs of administering the Settlement by the Settlement Administrator or the

1 third-party vendor retained by SBC to administer its savings plans, and all payments for  
2 plaintiffs' counsel's attorneys' fees and costs, and payments to plaintiffs who actively  
3 assisted in the prosecution of the lawsuit shall be paid from the Settlement Fund. The  
4 Settlement Fund, including interest, remaining after deducting all of these different fees and  
5 costs is expected to be between \$6.8 and \$7.3 million. That amount will be paid into the  
6 SBC Salaried and Non-Salaried Savings Plans and allocated to the individual accounts of  
7 the participant members of the Class. As noted above, these individual payments will be  
8 based on the number of units that participant Class Members had in the AirTouch Stock  
9 Fund as of December 31, 1997. The amount of the payments is anticipated to be in the  
10 range of approximately 60 to 70 cents per AirTouch unit owned during the relevant time.  
11 Class Members who do not have savings plan accounts at the time the Settlement Amount  
12 is paid into the Plans will have savings plan accounts established for them. If the account  
13 balance is \$5,000 or less, their shares of the Settlement Fund will be paid into those  
14 accounts and then automatically distributed to them and the account will be closed.

15 Class Counsel undertook the lawsuit on a contingent fee basis and advanced costs  
16 out of their own pockets. As their fee for services rendered on behalf of the Class  
17 Members, Class Counsel will ask the Court for an award of 25% of the settlement sum (i.e.,  
18 \$2.5 million), plus reimbursement of approximately \$420,000 in litigation costs and  
19 expenses incurred in connection with prosecuting this litigation since the beginning of this  
20 litigation in April 2000. The amount of any award of attorneys' fees and costs must be  
21 approved by the Court. Plaintiffs who brought this lawsuit and/or who represented the  
22 Class in the lawsuit spent a substantial amount of time on the case, including lengthy  
23 preparation to have their depositions taken, having their depositions taken, and consulting  
24 with Class Counsel. Any amounts awarded to them for these services will reduce the  
25 amount available for attorneys' fees; it will not reduce the amount to be distributed to the  
26 Class. The Court must approve any such payments, which cannot exceed \$2,500 for each  
27 of the 15 plaintiffs who were deposed.

1 As part of the Settlement, Class Members will release all claims that have been  
2 asserted or that might have been asserted by any of the Plaintiffs or any Class Member  
3 relating to the merger of the SBC and PTG Plans, the elimination of the AirTouch Stock  
4 Fund, and the communications to Class Members regarding the elimination of the AirTouch  
5 Stock Fund or the merger of the SBC and PTG Plans. This means that you will not be able  
6 to make any such claims. Plaintiffs and the Class Members do not, however, release any  
7 claims for benefits under ERISA § 502(a)(1)(B) based on any alleged errors in  
8 recordkeeping with regard to a Class Member's individual account. The parties who are  
9 released from the released claims described above include all the defendants identified  
10 above, including SBC and PTG, as well as their parent companies, subsidiaries, affiliates,  
11 and each of their officers, directors, employees, and service providers such as attorneys,  
12 accountants, auditors, as well as the fiduciaries of the pension and welfare benefit plans,  
13 and the savings plan committees.

14 **IV. HEARING REGARDING THE SETTLEMENT**

15 On October 26, 2002 at 10 a.m., or as soon thereafter as practicable, the  
16 Honorable A. Howard Matz of the United States District Court for the Central  
17 District of California, will hold a hearing in Courtroom 14, located at 312 N. Spring  
18 Street, Los Angeles, California 90012, for the purpose of determining whether the  
19 proposed Settlement is fair, reasonable, and adequate and should be finally approved.  
20 The Court also will consider at that hearing the application to: (1) award attorneys'  
21 fees to plaintiffs' counsel in the amount of \$2.5 million, plus reimbursement of  
22 reasonable costs in the amount of approximately \$420,000; and (2) approve payments  
23 in the amount of \$2500 to certain of the plaintiffs who brought the lawsuit. The time  
24 and date of the hearing may be continued or adjourned, so please contact Class  
25 Counsel four days prior to the date of the hearing if you wish to attend.

26 Any Class Member (or the attorney for any Class Member) may appear at the  
27 hearing to comment on or object to the Settlement, or to plaintiffs' attorneys' request for  
28

1 fees and costs or to enter an appearance for any other reason. However, any person who  
2 wishes an objection or comment to be meaningfully considered by the Court, should file a  
3 notice of intention to appear at the hearing, together with any supporting papers stating the  
4 comment or objection that they wish to make, and a statement under penalty of perjury that  
5 he or she is a member of the Class. These papers should be filed with the Clerk of the  
6 Court, and served by First Class mail upon Class Counsel and Defendants' Counsel at the  
7 addresses listed above. The notice of intention to appear and supporting papers should be  
8 received by the Court and delivered or post-marked to all counsel no later than  
9 October 11, 2002 so that they can be reviewed and meaningfully be considered by the  
10 Court at the settlement hearing.

11 You are not required to file a comment or objection. If you do not file an objection  
12 or comment, your interests will continue to be represented by Class Counsel. You do not  
13 need to file anything in order to receive your share of the settlement funds.

14 **V. EXAMINATION OF PLEADINGS AND PAPERS**

15 This Notice does not contain all of the terms of the proposed Settlement or all of the  
16 details of these proceedings. For more detailed information, you may refer to the  
17 underlying documents and papers on file with the Court. This file may be inspected during  
18 the hours of each Court business day at the Office of the Clerk of the Court, 312 N. Spring  
19 Street, Los Angeles, California 90012. **Please do not call or write the court or the court  
20 clerk's office, except to file a notice of intention to appear.**

21 You also may make an appointment during reasonable business hours to examine  
22 and/or obtain copies of the Settlement Agreement or any of the underlying documents and  
23 papers relating to the litigation at the office of Class Counsel. Please call any of them at the  
24 telephone numbers listed above in order to make such an appointment. Please do not call  
25 counsel for defendants.

26 You also may access the Settlement Agreement via the Internet at the following  
27 website: www.\_\_\_\_\_.

28

1 **VI. CHANGE OF ADDRESS**

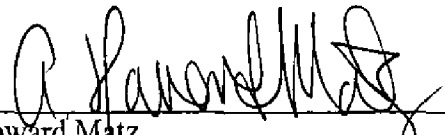
2 If you move after receiving this notice, or if it was misaddressed, or if your name has  
3 changed, you must supply your name (and any aliases) and your correct home address to the  
4 Settlement Administrator at the following address:

5 Rosenthal & Company  
6 GOTTLIEB CASE  
7 35 Leveroni Court, Suite 150  
8 Novato, CA 94949  
9 Phone (800) 211-5201  
10 Fax (415) 382-6565

11 **THIS IS IMPORTANT SO THAT FURTHER NOTICES REACH YOU.**

12 Please put your Social Security number on all correspondence to Class Counsel and  
13 to the Settlement Administrator.

14 Date: August 12, 2002

  
A. Howard Matz  
United States District Court Judge  
United States District Court  
for the Central District of California

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LARRY F. GOTTLIEB, et al. v. SBC COMMUNICATIONS, INC., et al.  
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