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**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Email: kyle@bamlawca.com

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

11/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EDGARDO MARQUINA, MARVIN
LOUKA, ULISES URIBE and JULIAN
DOMINGO, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

AT&T MOBILITY SERVICES LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **23STCV24512**

~~**REVISED PROPOSED**~~ **PRELIMINARY
APPROVAL ORDER**

Hearing Date: October 27, 2025

Hearing Time: 10:00 a.m.

Judge: Hon. Timothy Patrick Dillon

Dept: 15

Date Filed: October 9, 2023

Trial Date: Not set

This matter came before the Honorable Timothy Patrick Dillon of the Superior Court of the State of California, in and for the County Los Angeles, on October 27, 2025, for hearing on the unopposed motion by Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo (collectively, "Plaintiffs") for preliminary approval of the Class Action and PAGA

1 Settlement Agreement with Defendant AT&T Mobility Services LLC (“Defendant”). The Court,
2 having considered the briefs, argument of counsel and all matters presented to the Court and good
3 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
4 Settlement.

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6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action and PAGA Settlement
8 Agreement attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiffs’
9 Motion for Preliminary Approval of Class Action Settlement as modified by the Joint Stipulation
10 Regarding the Class Action and PAGA Settlement Agreement (collectively, the “Agreement”).
11 This is based on the Court’s determination that the Settlement set forth in the Agreement is within
12 the range of possible final approval, pursuant to the provisions of Section 382 of the California
13 Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all
15 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. The Gross Settlement Amount that Defendant shall pay is One Million Eight
17 Hundred Thirty-Seven Thousand Five Hundred Dollars (\$1,837,500), plus any additional amount
18 as a result of the escalator provision in paragraph 8 of the Agreement. It appears to the Court on a
19 preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all
20 potential Class Members when balanced against the probable outcome of further litigation and the
21 significant risks relating to certification, liability and damages issues. It further appears that
22 investigation and research have been conducted such that counsel for the Parties are able to
23 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
24 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
25 would be presented by the further prosecution of the Action. It further appears that the Settlement
26 has been reached as the result of serious and non-collusive, arm’s-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
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1 reasonableness of a settlement that could ultimately be given final approval by this Court. The
2 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
3 preliminarily finds that the monetary settlement awards made available to the Class is fair,
4 adequate, and reasonable when balanced against the probable outcome of further litigation and the
5 significant risks relating to certification, liability, and damages issues.

6 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
7 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$50,000.00, and
8 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
9 \$7,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
10 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
11 evidence supporting these requests, including lodestar, prior to final approval.

12 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
13 representative treatment and certification of a class for settlement purposes only. This stipulation
14 will not be deemed admissible in this, or any other proceeding should this Settlement not become
15 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
16 "all individuals who are or previously were employed by AT&T Mobility Services LLC in
17 California and classified as non-exempt employees during the Class Period." The "Class Period"
18 is September 21, 2022, through September 3, 2025.

19 7. The Court concludes that, for settlement purposes only, the Class meets the
20 requirements for certification under section 382 of the California Code of Civil Procedure in that:
21 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
22 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
23 community of interest amongst the members of the Class with respect to the subject matter of the
24 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
25 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
26 class action is superior to other available methods for the efficient adjudication of this controversy;

1 and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate
2 representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP, The Gomez Law
5 Firm, Blanchard, Krasner & French, the Law Office of David A. Huch, and Matcha Law as Class
6 Counsel for the Class.

7 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
8 of \$100,000.00, which shall be allocated \$75,000.00 to the Labor & Workforce Development
9 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
10 Agreement pursuant to the PAGA and \$25,000.00 to the Aggrieved Employees. “Aggrieved
11 Employees” are all Class Members who are or previously were employed by AT&T Mobility
12 Services LLC in California during the PAGA Period (September 21, 2022, through September 3,
13 2025). Pursuant to Labor Code section 2699, the LWDA will be provided notice of the
14 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

15 10. The Court hereby approves, as to form and content, the Class Notice attached to the
16 Agreement as Exhibit A as modified by the Joint Stipulation Regarding the Class Action and
17 PAGA Settlement Agreement. The Court finds that the Class Notice appears to fully and
18 accurately inform the Class of all material elements of the proposed Settlement, of the Class
19 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
20 member’s right and opportunity to object to the Settlement. The Court further finds that the
21 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
22 and this Order meets the requirements of due process, is the best notice practicable under the
23 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
24 Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in
25 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
26 Administrator will promptly search for a more current address for the Class Member and re-mail
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1 the Class Notice Packet to any new address for the Class Member no later than seven (7) days
2 after the receipt of the undelivered Class Notice.

3 11. The Court hereby appoints Atticus Administration as the Administrator. No later
4 than sixty (60) days after this Order, Defendant shall provide the Class Data to the Administrator.
5 The Administrator will perform address updates and verifications as necessary prior to the first
6 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
7 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
8 Class Members via first-class regular U.S. Mail to their last known address.

9 12. The Court hereby preliminarily approves the proposed procedure for exclusion
10 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
11 from the Class as provided in the Class Notice by following the instructions for requesting
12 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
13 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
14 the Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response
15 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
16 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
17 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
18 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
19 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
20 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
21 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
22 group, class, or subclass of individuals is not permitted and will be deemed invalid.

23 13. Any Class Member who has not opted out may appear at the final approval hearing
24 and may object or express the Member's views regarding the Settlement and may present evidence
25 and file briefs or other papers that may be proper and relevant to the issues to be heard and
26 determined by the Court as provided in the Class Notice. Class Members will have until the
27 Response Deadline to submit their written objections to the Administrator. Written objections
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1 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
2 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
3 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
4 Hearing to make an oral objection.

5 14. A final approval hearing shall be held before this Court on March 23, 2026 at 10:00
6 a.m. in Department 15 at the Spring Street Courthouse of the Los Angeles County Superior Court
7 to hear the motion for final approval and for attorneys' fees and costs, and to determine all
8 necessary matters concerning the Settlement, including: whether the proposed settlement of the
9 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
10 and should be finally approved by the Court; whether the Final Approval Order and Judgment
11 should be entered herein; whether the plan of allocation contained in the Agreement should be
12 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
13 fees and costs, service awards, and the fees and expenses of the Administrator. All papers in
14 support of the motion for final approval shall be filed with the Court and served on all counsel no
15 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
16 approval hearing.

17 15. Neither the Settlement nor any exhibit, document, or instrument delivered
18 thereunder shall be construed as a concession or admission by Defendant in any way that the
19 claims asserted have any merit or that this Action was properly brought as a class or representative
20 action, and shall not be used as evidence of, or used against Defendant as, an admission or
21 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
22 omission by Defendant or with respect to the truth of any allegation asserted by any person.
23 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
24 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
25 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
26 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,

1 evidence of a presumption, concession, indication or admission by Defendant of any liability,
2 fault, wrongdoing, omission, concession or damage.

3 16. In the event the Settlement does not become effective in accordance with the terms
4 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
5 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
6 and the Parties shall revert to their respective positions as of before entering into the Agreement,
7 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
8 including all available defenses and affirmative defenses, and arguments that any claim in the
9 Action could not be certified as a class action and/or managed as a representative action. In such
10 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
11 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
12 the Agreement with respect to the effect of the Agreement if it is not approved.

13 17. The Court reserves the right to adjourn or continue the date of the final approval
14 hearing and all dates provided for in the Agreement without further notice to Class Members and
15 retains jurisdiction to consider all further applications arising out of or connected with the
16 proposed Settlement.

17 **IT IS SO ORDERED.**

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19 Dated: 11/04/2025



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon".

20 HON. TIMOTHY PATRICK DILLON
21 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
22 Timothy Patrick Dillon / Judge
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